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REAL PROPERTY AGREEMENT

It consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON Angelnaster referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans of indebtedness take been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever the local transfer of the undersigned, promise and agree

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
- '2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; or any leases, rents or funds held under escrow agreement relating to said premises; and
 - 3. The property referred to by this agreement is described as follows:

All that piece, parcel or lot of land, situate, lying and being in the County of Greenville, State of South Carolina, in the City of Mauldin, being shown and designated as Lot No. 33 on Plat of Windsor Park, recorded in the R.M.C. Office for Greenville County in Plat Book RR, at Page 25, located on the northeastern side of Woodridge Circle, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the northeastern side of Woodridge Circle, at the joint corner of Lots Nos. 32 and 33, and running thence with the line of Lot 32, N. 72-33 E. 171.6 feet to an iron pin; thence turning and running N. 21-00 W. 130 feet to an iron pin in rear of line of

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, on any notes hereof or hereafter signed by the understand the understand of the performance of the understand of on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

- 4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.
- 5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.
- 6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

3 5 7 7	Vitness Patricia w. Jacquer Shover N. Smith p. a. s.)
1	Dated at: 6 reenville, SC
- CZ14	6-10-82 Date
D V	State of South Carolina
, ×0 10 10 10 10 10 10 10 10 10 10 10 10 10	Personally appeared before me Patricia W. Jacques who, after being duly sworn, says that he saw the within pamed arriver N. Smith, Tracular Judy L. Smith sign, seal, and as their
	act and deed deliver the within written instrument of writing, and that deponent with Bla 6. Hartsell (Witness)
.	Subscribed and sworn to before me this day of June, 1982. Ordania W. Vacana
000	Notary Public, State of South Carolina
	My Commission expires at the will of the Governor 9-16-90 (CONTINUED ON NEXT PAGE)
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