

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, 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 in Greenville County, state of South Carolina, being known and designated as Lot # 3 as shown on plat of Section 1 of Garrison Circle, recorded in the RMC Office for Greenville County in Plat Book CC at page 36 and being more particularly described according to a recent survey prepared by J.C. Hill, as follows: Beginning at an iron pin in the northern side of Abelia Rd., which pin is 333.94 feet west of the intersection of Abelia Rd., and New Buncombe Rd., and is the joint front corner of Lots # 2 and 3 and running thence with the northern side of Abelia Rd. S. 64-55 W. 110 ft. to an iron pin, corner of lot # 4; thence with the line of said lot N.25-05 W. 100 feet to an iron pin in the northern side of a 5 ft. strip reserved for utilities; thence with said strip N. 64-55 E. 110 ft. to an iron pin rear corner lot # 2; thence with line of said lot S. 25-05 E. 100 ft. to the point of beginning.

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 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.

Witness Reuben D. Sitton, Jr.

Mack O'Neill (L. S.)

Witness Diane Cason

Beatrice O'Neill (L. S.)

Dated at: Greenville, S.C.

9-24-70  
Date

State of South Carolina

County of Greenville

Personally appeared before me Reuben D. Sitton, Jr. who, after being duly sworn, says that he saw

the within named Mack O'Neill and Beatrice O'Neill sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Diane Cason

witnesses the execution thereof.

Subscribed and sworn to before me

this 30 day of Sept., 19 70

Reuben D. Sitton, Jr.  
(Witness sign here)

Shirley C. Decker  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Dec 10, 1979

Recorded October 2nd, 1970 at 3:59 P.M. #8053

50-111

SATISFIED AND CANCELLED OF RECORD

6th DAY OF Oct 19 82

Donnie S. Tankersley

R. M. C. FOR GREENVILLE COUNTY, S.C.

AT 4:19 O'CLOCK P. M. NO. 8788

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 78 PAGE 549