

FILED REAL PROPERTY AGREEMENT GREENVILLE CO. S. C.

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 certain piece, parcel or lot of the land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Pickens, near the City of Easley, at the intersection of S.C. Highway No. 136 and Ridge Drive, known and identified as lot Fifteen (15) on Plat Number Two (2), Forest Acres, Made by J. Mac Richardson, Surveyor, dated September 1960., recorded in Plat Book 1920 at page 90 in the office of the Clerk of Court for Pickens County South Carolina and according to said plat being more fully described as follows: Beginning at iron pin on Ridge Drive, common corner of the lot herein conveyed and Lot 26, running thence along line of Lot 26 South 104.2 feet to iron pin running thence along line of Lot 16 South 29-15 East 160 feet to iron pin on S.C. Highway No 136; thence with the highway North 61-20 East 75 feet to iron pin; thence North 15-52 East 35.5 feet to iron pin on Ridge Drive thence with Ridge Drive North 27-43 West 135 feet to the Beginning corner; being the identical lot conveyed to Charles M. James by Forest Acres Real Estate Co., a corporation

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 Shurey Dutton Charles S. James (L. S.)

Witness J. P. Howard Samuel James (L. S.)

Dated at Greenville 5/1/72 Date

State of South Carolina County of Greenville Personally appeared before me J. P. Howard who, after being duly sworn, says that he saw the within named Charles S. and Samuel James sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Shurey Dutton witnesses the execution thereof.

Subscribed and sworn to before me this 1 day of May, 1972 Notary Public, State of South Carolina My Commission expires at the will of the Governor

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