

ELIZABETH RIDDLE
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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 certain piece, parcel or lot of land situate, lying and being in the St. of S. C., County of Pickens, located about six miles from the City of Easley, on the southwest side of a surface treated county road and according to a plat of Walter L. Davis, Surveyor, dated March 25, 1961, said lot is more particularly described as follows, to-wit: BEGINNING at a point in the center of surface treated county road at the northeast corner of the lot, running thence S. 56-45 E. 114 ft. to a point; thence continuing S. 41-30 E. 150 ft. to a point; thence leaving the road and running S. 82-15 W. 339 ft. to a point; thence N. 20-45 W. 97 ft. to a point; thence N. 53-30 E. 217 ft. to the point of BEGINNING. This property is bounded on the north and west by other lands of Mrs. Gertrude C. Heath, on the east by the county road and on the south by lands of Kelly and contains 1.06 acre, more or less. The grantor reserves unto herself, her heirs and assigns, the right of ingress and egress over the northeast corner of this lot for driveway purposes.

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 Pauline M. Woodside / Lewis C. Gardner (S.)
Witness Harmon Wood / Ruby J. Gardner (L. S.)

Dated at: Greenville, S. C.
August 16, 1972
Date

State of South Carolina
County of Greenville

Personally appeared before me Pauline M. Woodside who, after being duly sworn, says that he saw the within named Lewis C. Gardner and Ruby J. Gardner sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Harmon Wood witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of August, 19 72
Patricia Ruth Jones
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Pauline M. Woodside
(Witness sign here)