

GREENVILLE
SEP 19 3 26 PM
ELIZABETH RIDDLE
R.M.C.

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 situate, lying and being on the western side of Hodgens Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as lot No. 5 and 25 feet of the adjacent portion of Lot No. 1 of a subdivision known as property belonging to the grantor herein, plat of which is recorded in the RMC Office for Greenville County, S.C. ub Plat Book JJ, page 189 and according to said plat having the following metes and bounds, to-wit;

Beginning at an iron pin at the joint front corner of Lots 5 and 7 and running thence on the western side of Hodgens Drive at the joint rear corner of said lots N 33-46 E 159.7 feet to an iron pin; running thence N 57-16 E 85 feet to an iron pin at the joint rear corner of Lots 5, 1, 3 and 4; thence continuing along the same course N 57-16 E 25 feet to an iron pin; running thence S 33-46 E 156 feet, more or less, to an iron pin on the western side of Hodgens Drive; running thence along the western side of Hodgens Drive 110 feet to an iron pin; point of beginning.

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 A. Dennis Mauldin x Heddie L. Attaway (L. S.)
 Witness William V. [unclear] Virginia A. Attaway (L. S.)

Dated at: Greenville, S.C.
9-7-72
 Date

State of South Carolina
 County of Greenville

Personally appeared before me A. Dennis Mauldin (Witness) who, after being duly sworn, says that he saw the within named Heddie R. Attaway and Virginia A. Attaway (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with A. Dennis Mauldin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
 this 7 day of Sept, 1972. A. Dennis Mauldin (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 My Commission Expires December 10, 1979

Recorded Sept. 19, 1972 3:26 P.M. #8424