

REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY

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 of my right, title and undivided one-half interest in and to all that certain piece, parcell or lot of land with the building and improvements thereon, situate, lying and being on the northwest side of Grove Road in that area recently annexed to the northwest side of Grove Road in that area recently annexed to the city of Greenville County, S. C., being shown as Lot 8 and a portion of Lot 7 of Block E, on plat of Grove Park made by W. J. Riddle, Surveyor, April, 1939, recorded in the R. M. C. Office for Greenville, County, S. C., in Plat Book "J" pages 68 and 69, and having, according to a recent survey made by Piedmont Engineering Service, February 26, 1948, the following metes and bounds, to-wit:

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 Samuel P. Gaines / Marvin F. Turner (L. S.)
Witness Harmon Wood / Ruby Turner (L. S.)

Dated at: Greenville, S. C.
April 9, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me Samuel P. Gaines (Witness) who, after being duly sworn, says that he saw the within named Marvin F. Turner and Ruby Turner (Borrowers) sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with Harmon Wood (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of April, 1973
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Samuel P. Gaines (Witness sign here)

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