

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 hold under escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

ALL that lot of land with the buildings and improvements thereon on the South side of Brookview Drive and on the North side of Creek Shore Drive near the City of Greenville, Greenville County, South Carolina being shown as Lot 67, Section I on plat of Fresh Meadow Farms made by Madison W. Woodward, Engineer May, 1915 recorded in the RMC Office for Greenville County, South Carolina in Plat Book "S", at page 61 (also recorded in Plat Book "N", page 127) and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the South side of Brookview Drive at joint front corners of Lots 66 and 67 and runs thence along the line of Lot 66 S. 2-37 W., 100 feet to an iron

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 D Ross M... Gordon Kenneth Wike (L. S.)
Witness Maria S Longino Dorothy L Wike (L. S.)

Dated at: Greenville S.C.
JULY 15 1970
Date

State of South Carolina

County of Greenville

Personally appeared before me D. Ross M... who, after being duly sworn, says that he saw the within named Gordon Kenneth Wike & Dorothy L Wike sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Maria S. Longino witnesses the execution thereof.

Subscribed and sworn to before me this 15 day of JULY, 1970 D. Ross M... (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
4-11-78

nin on the North side of Creek Shore Drive; thence along Creek Shore Drive S. 81-10 W.; 95.9 feet to an iron pin; thence with the line of Lot 68 N. 2-37 E., 249.7 feet to an iron pin on the South Side of Brookview Drive; thence along the South side of Brookview Drive S. 67-54 E., 87.7 feet to the beginning corner.

THE GRANTEE assumes and agrees to pay the balance due on that mortgage given by Robert Fred Lance, Jr., to H. V. Hieley, as Administrator of Veterans Affairs in the original amount of \$9,200 dated April 13, 1957 recorded in the RMC Office for Greenville County in Mortgage Book 710, at page 487.

THIS is the property conveyed to the grantor by deed of La.A. Moseley dated April 13, 1957, recorded in the said RMC Office in Deed Book 575, page 100.

Recorded July 20th, 1970 at 3:45 P.M. #1524