

FILED
GREENVILLE CO. S. C.

JUN 21 3 57 PM '74

REAL PROPERTY AGREEMENT

VOL 1001 PAGE 652

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 twentyone 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:

BEGINNING at an iron pin on the eastern side of Welcome View Drive at the corner of Lot 36, which iron pin is situate 250 feet south of the intersection of Severson Lane and running thence along said Drive, N. 25-06 W. 125 feet to an iron pin; thence with a line through Lot 27, N. 63-46 E. 126.15 feet to an iron pin; thence along the line of Lot 28, S. 26-04 E. 125 feet to an iron pin; thence along line of Lot 36, S. 63-46 W. 164.3 feet to the point of beginning and being same conveyed to me by deed of Lewis P. Holloway to be recorded of even date herewith.

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 Carol Douglas Henry T. Byars, Jr.
 Witness Martha B. Durham wife - Mary H. Byars (L. S.)

Dated at: Greenville, S. C.
June 18, 1974
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Martha B. Durham who, after being duly sworn, says that he saw
 the within named Henry T. Byars, Jr. and Mary H. Byars sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Carol Douglas
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 18 day of June, 19 74
[Signature]
 Notary Public, State of South Carolina
 My Commission expires 10/24/83

Martha B. Durham
 (Witness sign here)

RECORDED JUN 21 '74 32726

0652

4328 RV-2