

FILED REAL PROPERTY AGREEMENT

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GREENVILLE, CO. S.C.

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 has 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;

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 tract of land in the State of South Carolina, County of Anderson, in the Powdersville Community, containing 1.29 acres, more or less, as per plat of survey by Charles K. Dunn and Dean C. Edens, Surveyors, dated March 28, 1969 and having according to said plat the following rates and bounds, to-wit: BEGINNING at nail cap in Elrod Road, common corner of the within lot and property of J. Sam Elrod Estate and running thence along Elrod line South 70-35 West 375.6 feet to iron pin; thence along line of property of Brezeale, King North 06-35 East 217.4 feet to iron pin; thence along line of other property of the grantors North 87-39 East 323.2 feet to nail cap in Elrod Road; thence down said road South 02-21 East 105 feet to the point of BEGINNING and being a portion of property conveyed to the grantors by deed recorded in Deed Book 15-V, at page 438, R.M.C. Office for Anderson County, S.C."

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 James A. Jolly Herbert Gary Nelson (L. S.)

Witness Cynthia R. Huff Judy A. Nelson (L. S.)

Dated at: SCN Bank  
7-22-75  
Date

State of South Carolina  
County of GREENVILLE,

Personally appeared before me James A. Jolly who, after being duly sworn, says that he saw the within named HERBERT GARY NELSON and JUDY A. NELSON sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cynthia R. Huff witnesses the execution thereof.

Subscribed and sworn to before me  
this 22 day of July, 1975  
James A. Jolly  
(Witness sign here)

Lawrence R. Mulla  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

1-16-83 RECORDED JUL 25 '75 At 3:09 P.M.

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