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DONNIE S. TANKERSLEY
REAL PROPERT AGREEMENT

west the course National Bank

Constraint 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 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 that piece, parcel or lot of land, with all improvements thereon, located in the County of Greenville, S. C. Consisting of four and one half acres, more or less, located at Rt. 1, Travelers Rest, S. C. and shown on the Greenville County Tax Maps on sheet 649,4,Lot 6, said tax maps being incorporated herein by refemence thereto and made a part hereof. Said lot is on the southern side of Tigerville Pd. and staring at said road, runs in a southerly direction 343 ft: thence in a wasterly direction 130 feet; thence in a southerly direction 101.4 feet; thence in aneasterly direction 688.5 feet; thence in a northerly direction 385 feet; thence in a southeasterly direction 300 feet; thence in a northerly direction 277 feet to the Tiger-Ville Road.

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.

Y Fitness Helent 1. Backerin W- Wester Hilf (L. S.)
Dated at: Greenville, S.C.
11-19-75 Date
State of South Carolina
County ofCreenville
Personally appeared before me inthony w. Walker. Ir. who, after being duly swom, says that he saw (Witness)
the within named Vendell C. and Ollie trowood uff sign, seal, and as their
the within named Vendell C. and Ollie irrowood uff sign, seal, and as their
the within named Vendell C. and Ollie trowood uff sign, seal, and as their
the within named Vendell C. and Ollie irrowood uff (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Welen Paldwin (Sitness) witnesses the execution thereof.
the within named Vendell C. and Ollie Prowood uff (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Velen Paldwin (Witness) witnesses the execution thereof.

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