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GREENVILLE CO. S. C

South Carolina National Bank 14 PAGE 557

Greenville, S. C.

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REAL PROPERTY AGREEMENT

TRADUS 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 that piece, parcel or lot of land situate, lying and being on the northern side of Squire Place near the City of Greenville, County as Lot No 38 as shown on a plat of Canterburn Subdivision Sect. I, prepared by Heaner Engineering Co Inc., dated March 22, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 4-N at page 69, and having according to said plat the following metes and bounds:

- 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, effective-ness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Form & Ward Showers & Creak Bright (L. S.)

Deted at: Green: 16 5

Sept. 30 1976

Date

State of South Carolina
County of LICUVILLE

Personally appeared before me CLYDE M. HAWKINS AR who, after being duly sworn, says that he saw within named Pong Id Harold and Sharon Rose Buight sign, seal, and as their within named Pong Id Harold and Gerrowers)

act and deed deliver the within written instrument of writing, and that deponent with Ctype M- Hour INS (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

his 30 day of September, 1976

Colica H. Williams

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

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