

9158

Lender: South Carolina Nat'l Bank
P.O. Box 969
Greenville, S.C. 29602

REAL PROPERTY AGREEMENT

Vol 1084 pg 813

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: All that piece, parcel or lot of land lying in the st. of S.C., Co. of G'ville, in the town of Mauldin, being known and designated as Lot 51 on a plat of Bishop Heights Subdivision, prepared by Ethan C. Allen, RLS, dated Jan. 1966 and recorded in RMC Office, G'ville Co., plat book BBB, page 171 and having, according to said plat, following metes & bounds to wit: beginning at an iron pin on the nw edge of Ashmore Bridge Rd. at the joint front corner of lots 51 & 52 & running thence with the edge of Ashmore Bridge Rd. N. 27-31 E., 107.5 ft. to an iron pin at the intersection of Ashmore Bridge Rd. & Rita St.; thence with said intersection, the chord being N. 20-21 W. 40.3 ft. to an iron pin on the S. edge of Rita St.; thence with the S. side of Rita St., N. 68-13 W. 92.9 ft. to an iron pin; thence still with Rita St. N. 65-13 W. 92.7 Ft. to iron at joint corner of lots 50 & 51; thence with joint line of said lots, S. 32-31 W., 101.5 ft. to an iron pin at joint rear corner of lots 51 & 52; thence with the joint line of said lots S. 57-29 E., 225 ft. to iron pin on nw edge of Ashmore Bridge Rd., the point of beginning. This is the identical property conveyed to the grantor by deed recorded in deed book 1014 at pg. 640 in RMC Office for G'ville Co. This property is conveyed subject to all restrictions, easements, right of way, zoning ordinances of record or on the ground, affecting property.

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 Shelby Chriscoe
Shelby Chriscoe

Witness Mary Thompson
Mary Thompson

Leroy and Marva McManaway a.s.
Marva McManaway

Dated at: South Carolina Nat'l Bank, G'ville, S.C.

August 2, 1978
Date

State of South Carolina
County of Greenville

Personally appeared before me Shelby Chriscoe who, after being duly sworn, says that he saw

the within named Leroy and Marva McManaway sign, seal, and as their

act and deed deliver the within written instrument of writing, and that dependent with Mary Thompson witnesses the execution thereof.

Subscribed and sworn to before me
this 2nd day of August, 1978

Shelby Chriscoe
(Notary Public)

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

RECORDED AUG 9 1978 at 3:30 P.M.

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