

2:58 PM '80

CHAMBERSLEY REAL PROPERTY AGREEMENT

BOOK 1125 PAGE 363

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 on the south side of View Mont Drive near the City of Greenville, S.C., and being more particularly described according to survey and plat by Jones Engineering Service dated November 3, 1975 and having the following rates and bounds:

Beginning at an iron pin in the center of View Mont Drive at corner of property of grantors and running thence with said drive, N. 74-14 E. 27 feet to stake; thence with center of said drive, N. 62-19 E. 104 feet to a stake; thence with center of said drive, N. 47-36 E. 55 feet to an iron pin; thence with property now or formerly of Don Jordan, S. 20-31 E. 241 feet to an iron pin; thence S. 71-54 W. 174.2 feet to an iron pin in line of property of grantors; thence with other property of grantors, N. 20-31 E. 193 feet to the beginning. The beginning point is 392.6 feet east of Parker Road. The above is a part of the same conveyed to us by James A. Dobson, Sr., et al, by deed dated April 3, 1968 and recorded in Deed Book 811 at page 451, P.C. Office for Greenville Cty.

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 Jo Ann Martin

Harvey W. Cole (L.S.)

Witness Wade J. Beard

Barbara M. Cole (L.S.)

Dated at: GREENVILLE, SOUTH CAROLINA

MAY 5 1980  
Date

State of South Carolina

County of Greenville JO ANN MARTIN

Personally appeared before me Wade J. Beard who, after being duly sworn, says that he saw

the within named Harvey W. Cole and Barbara M. Cole sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with CECILIA JACKSON witnesses the execution thereof.

Subscribed and sworn to before me

this 5 day of May, 19 80

Betty E. Wyatt  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

September 15, 1981  
50-111 RECORDED MAY 8 1980 at 2:58 P.M.

Jo Ann Martin  
(Witness sign here)

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