BOOK 726 PAGE 196

REAL PROPERTY AGREEMENT

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, which page first coopers the undersigned, jointly and severally promise and agree 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
- scribed 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 in Oaklawn Township, Greenville County, South of "Tract No. 3 of Anderson Estate" as shown on a plat of "Property of W.C. Owens" of "Tract No. 3 of Anderson Estate" as shown on a plat of "Property of W.C. Owens" of "Greenville County, South Carolina, in Plat Book O, at page 159, and Ric Office for Greenville County, South Carolina, in Plat Book O, at page 159, and having the following metes and bounds: BEGINNING at the southwest corner of a having the following metes and bounds: BEGINNING at the southwest corner of a having the running thence N24-OOE 375 feet to a point in Holland's Ford Road; thence 1959, and running thence N24-OOE 375 feet to a point, thence continuing along the center of said road N37-30W 85 feet to a point, thence continuing along said road N57-45W 195 feet to a point, thence continuing along said road N57-45W 152 30l feet to a point, thence continuing along the center of said road N51-45W 152 30l feet to a stake on said road; thence along a line of tract No. 2, S20-OOW 1823.0 feet to a stake; thence along a line of Cagle Land S64-26E 803.0 feet to a stake, feet to a stake; thence along a line of Cagle Land S64-26E 803.0 feet to a stake, on soid romance 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 on any notes hereof or hereafter signed by the undersigned the undersigned agrees and does hereby assign the rents and profits are 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

- 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.
- 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.
- Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, 6. Upon payment of all indebtedness of the undersigned to Bank this agreement snall 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 Orlain Vanna, VEW. Quews. (L. S.)
Wilness & Fraid arganiet to 13 anning (L. S.)
Dated at: Belton, S. C.
June 27, 1963 Pate FILED
State of South Carolina Date JUN 28 1963 State of South Carolina
State of South Carolina County of Anderson
Personally appeared before me Judy Hanna (Witness) who, after being duly sworn, says that he saw
the within named C. W. Ovienssign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with <u>V. Laniel Chapman</u> (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
Janual Chalman (Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor

joint corner of Tracts Nos. 3 and 4 of Anderson Estate; thence along a line of Tract No. 4 of Anderson Estate N24-OOE 1388 feet to a point; thence in a northwest erly direction 200 feet, more or less, to the beginning corner, and being a portion of a thirty-five and three tenths (35.3) acre tract of land conveyed to "W.C. Owens" by T. M. Fennell, by deed dated May 10, 1943, Office in Deed Book 253, at page 292. and recorded in said RMC

Recorded June 28th, 1963 at 9:30 A.M. #423

been paid and satisfied in full this South Carolina national Bank Belton S. RATISFIED AND CANCELLED OF RECORD