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GREENVILLE CO. S. C.

JUL 13 4 00 PM '73

REAL PROPERTY AGREEMENT

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In consideration of such cash and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLOTTE (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness has 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 tract or lot of land in Gantt Township, Greenville County, State of South Carolina on the Southern side of Old Anderson Road, containing 3.13 acres, being shown as Tract No. 19 on plat of Dixie Farms, recorded in Plat Book "L", at page 5 and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin on the Old Anderson Road, at corner of Tracts 19 and 18-A and running thence S. 32.54 E. 567 feet, more or less, to an iron pin; thence N. 63-46 E. 233 feet; thence N. 32.54 W. 621 feet more or less, to an iron pin; thence with Old Anderson Road, S. 55-25 W. 231 feet, to the beginning corner; less, however, the two lanes, one on each side of said tract which are shown on the plat above referred to. The said (OVER)  
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 Anthony M. Walker X W. Freddie Mayson (L. S.)  
 Witness Carol Douglas W Mildred A. Mayson (L. S.)

Dated at: Greenville, South Carolina  
July 2, 1973  
 Date

State of South Carolina  
 County of Greenville

Personally appeared before me Carol Douglas who, after being duly sworn, says that he saw  
 the within named Anthony M. Walker, Jr. (Witness) W. Freddie Mayson and Mildred A. Mayson (Borrowers) sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Anthony M. Walker, Jr.  
Carol Douglas (Witness)  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 this 2nd day of July, 19 73  
Martha B. Durham  
 Notary Public, State of South Carolina  
 My Commission expires 2-2-82  
 2-2-82

Carol Douglas  
 (Witness sign here)

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