GREERVILLE'CO. S. G

Lender's Address: South Carolina National

P. O. Fox 969

Greenville, S. C. 29602

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, 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 certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the Northwest side of Camp Rd. and the Northwest corner of intersection of the Camp Rd. and Cool Springs Drive in the City of Greenville being shown as lot No. 12 on plat of North Meadow Hgts,, recorded in Plat Book W at Page 183 and having according to said plat the following metes and bounds to-wit: Beginning at an iron pin on the Northwestern side of Camp Road at the Northwestern corner of intersection of Camp Road and Cool Springs Drive and running thence along the Northwestern side of Camp Road N. hl-21 E. 91.2 feet to iron pin at corner of lot 11; thence with line of Lot 11 N. 48-35 W. 120 feet to iron pin in line of Lot 13; thence with line of lot 3 S. 11-21 W. 120 feet to iron pin on Cool Springs Drive; thence with Cool Springs Drive S. 50-19 E. 95 feet to iron pin; thence around the intersection, the chord of which is N. 85-31 E.

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 Malkes to Wartin		L. S.)
Dated at: Formsett DEFICE South CALOLINA NAT Date Date Date Date	415/	
State of South Carolina County of June 1999 John County of Marie 1999 County of June 1999	er. The	

Personally appeared before me act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Subscribed and sworn to before me

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

12.16.79

(CONTINUED ON NEXT PAGE)

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