w. 1115 m. 255

21/6/

REAL PROPERTY AGREEMENT

HANK DE 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 tract and arcel of land situate, lying and being in the County and State (Greenville, South Carolina) Cleveland Township, containing 5.1 acrea, more of less, and having the following meters and bounds:

Beginning at an iron pin on the South Saluda River, and running thence due east 1.42 chs. to an iron pin; thence N. 26 E. 7h links to an iron pin; then e M. 89.9 E. 1.73 chs to a rock; thence H. .3W. 2.60 chs. to center of new highway (iron min at bridge); thence following the center of the new highway as a line, 3. 85-15 M. 16.70 chs. to an iron pin; thence N. 42 W. 2.92 chs. to an iron in; thence S. 31.30 E. 1.63 chs to a stone; thence 5. 20 /3/4 E. 4.27 chs to a sycamore on the West bank of Saluda River; thence down and with the center of South Saluda River to the beginning corner, and containing 5.81 acres,
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 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.

č,	Sur Surella	Jaret L. Edered a.s.)
ට 	Witness June B. Lutte Witness July B. Lutte Dated at: Pickens, South Carolina	Byan & Coles (L. S.	.)
 	Dated at: Pickens, South Carolina	Mello V. Blue (L.S	.)
8 ~	19 Get 79		
8 79	State of South Carolina DOLLAR	PEUG DEUG DEUG DEUG ZER	
801	County of Pickens Kim Sorrel	11s · Zelma Tyet who, after being duly sworn, says that he saw	i
ĭ	. Jamet P. Edens, Bryan K.	Edens, Michael K. Fdans sign, seal, and as their	г
	act and deed deliver the within written instrument of wr	iting, and that deponent with <u>Kim Sommells is Zelma Evet</u> (Witness)	
	witnesses the execution thereof.		
4.00CI	Subscribed and sworn to before me this 19 day of 3 77	Zelma B. Evelle Kin Strelle	
	Notary Public, State of South Carolina My Commission expires of the will of the Governor	Lin Sources	
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