

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
- 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 lot of land with all improvements thereon in the City and County of Greenville, State of South Carolina known and designated as Lot 89 of Section 6 of Dunean Mill Village Plat thereof being fecorded in the Greenville RMC Office in Plat Book S at page 173-177; This lot is also known as Lot No. 5 on Gallon Street. THIS property is the same conveyed to James S. Allison Jr. and Ruth T. Allison by deed recorded in the Greenville County RMC Office in Plat Book 762 at page 6.

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 Vance Kolandy	James. accin him
Witness Mary W. Harkona	Ruck T. allina (L. S.)
Dated at: <u>Incensible</u> S.C.	APR 6
april 1168	# - W
State of South Carolina County of Sauth Carolina	PM P
Personally appeared before me Vance B. Drawdy the within named SS-Allison and Ruth Allis	who, after being duly sworn, says that he saw
(Borrowers) act and deed deliver the within written instrument of writing, and th	Jagur, Scar, and as their
witnesses the execution thereof.	(withers)
Subscribed and sworn to before me	
this 1 day of april , 1968 Van	ree political
Constance M. Clarton	(Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor	
Recorded April 1, 1968 At 4:23	P.M. # 25550
50-111	· ····

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

3 of Sept. 1969

The South Garolina
Mational Bank Greenitle S.C.

By: Boyce L. Benjamin asst. casher

Witness: Varry Mc Lean

Witness: Lva E: Countrey

SATISFIED AND CANCELLED OF RECORDS

4 DAY OF Sept. 1969

Ollie Farnsworth

R.M. C. FOR GREENVILLE COUNTY, S.C.

AT 8:50 O'CLOCK A. M. NO. 5526