

GREENVILLE CO., S. C.
APR 23 4 09 PM '71
OLLIE FARNSWORTH
R. M. C.

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South Carolina
Greenville

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 lot land at the intersection of County Cork Drive with Kingsworth Dr. in Paris Mtn. Township, Greenville County, S.C. being shown and designated as Lot No. 50 on a plat of the Revision of an Extension of Shamrock Acres, made by Carolina Engineering and Wurveying Co., dated Aug. 9, 1963, recorded in the RMC Office for Greenville County, S.C. in Plat Book RR, page 133, and having according to said plat the following metes and bounds, to wit: Beginning at an iron pin on the Northeast side of County Cork Drive, at the joint front corner of Lots Nos. 50 and 70, and running thence N. 35-E. 190.6 ft. to an iron pin in or near a branch; thence with the branch as the line, the traverse of which is S. 65-40 E. 101.8 ft. to an iron pin on the Western side of Kingswood Dr.; thence with Kingswood Dr. S. 35-W. 190 ft. to an iron pin; thence with the curve of the intersection of Kingswood Dr. with County Cork Dr., the travers line of which is S. 80 W. 28.3 ft. to an iron pin, the beginning corner.
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 Reuben D. Sitton, Jr. James Ronald Miller (L. S.)
 Witness Frances Funderburk Wanda H. Miller (L. S.)

Dated at: Greenville, S. C.
April 2, 1971
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Reuben D. Sitton, Jr. who, after being duly sworn, says that he saw the within named James Ronald Miller & Wanda H. Miller sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Funderburk witnesses the execution thereof.

Subscribed and sworn to before me
 this 7 day of April, 19 71
Reuben D. Sitton, Jr.
 (Witness sign here)
Stanley R. DeLeon
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
Dec. 10, 1979