

9:30 A.M.

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RECORDING FEE
PAID \$ 1.25

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 piece, parcel or lot of land in the State of South Carolina, County of Pickens, in the City of Easley and on the South side of Johnston Avenue (West Avenue), beginning at a point 50 feet from the junction of North 3rd Street with West C Avenue, fronting 70 feet on West C Avenue and running to a depth of 50 feet, being bounded on the North by West C Avenue, on the East by other lands of Claude L. Hendrix, on the South by Lot No. 8 and on the West by lands now or formerly of Patterson, being a portion of Lot No. 7, Block 2 of Fairview Heights and being the western 70 feet of the property conveyed to Claude L. Hendrix by D. Carl Waldrep by deed dated August 5, 1949, of record in Book of Deeds 6-G, at page 30. For further deed references see Deed Book 4-Y, at page 267, Deed Book 5-F, at page 44 and Deed Book 5-K, at page 276.

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 Harmon Wood ✓ James E. Hendrix (L. S.)

Witness Gail Sawyer ✓ Jessie Hendrix (L. S.)

Dated at: Greenville, S.C.
9/18/72
Date

State of South Carolina

County of Greenville

Personally appeared before me Harmon Wood (Witness) who, after being duly sworn, says that he saw the within named James E. & Jessie Hendrix (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gail Sawyer (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 18 day of Sept, 1972

Harmon Wood
(Witness sign here)

Douglas L. Simpson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Real Property Agreement recorded Sept. 28, 1972 at 9:30 A.M. # 9613