

FILED  
GREENVILLE CO. S. C.

VOL 957 PAGE 550

RECORDED  
125

OCT 12 3 30 PM '72

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 and County aforesaid, Chick Springs Township, in the Brushy Creek Baptist Church community, lying on the south side of the Brushy Creek Road (State Highway No. S-166) and being a part of the same land that was conveyed to me by deed from Claude B. Cannon, November 13th, 1940, recorded in the office of the R. M. C. for Greenville County in Deed Book 227 at page 245, and having the following courses and distances, to wit:-

Beginning on a stake on the south side of the said Brushy Creek Road at the point where the old road intersects the present road, and runs thence with the south margin of the said Brushy Creek Road S. 73-00 W. 200 feet to a stake (said stake being 38' (OVER))

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 Anthony M. Walker Jr. x Ronald W. Stephens (L. S.)  
 Witness Judy Elrod w. Betty W. Stephens (L. S.)

Dated at: Greenville, S. C.  
October 6, 1972  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Anthony M. Walker Jr. who, after being duly sworn, says that he saw the within named Ronald W. and Betty W. Stephens sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy Elrod witnesses the execution thereof.

Subscribed and sworn to before me  
this 6th day of October, 1972  
[Signature]  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Anthony M. Walker Jr.  
Judy Elrod  
(Witness sign here)

(Continued on next page)

50-111

SATISFIED AND CANCELLED OF RECORD  
DAY OF July 1983  
Bernie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY S. C.  
AT 2 O'CLOCK P M. NO. 893

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 81 PAGE 778