

AUG 6 4 06 PM '73

REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY

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 parcel or lot of land situated on the west side of Waters Rd. in the Double Springs Community, Oneal Township, Greenville County, state of South Carolina, and having courses and distances according to survey and plat by John A. Simmons, Registered Surveyor, dated June 7, 1966, as follows, to-wit: Beginning at a point in the center of the Waters Rd. at the intersection of a farm road, and running thence along said farm road, S. 88-00 W. 485 feet to an iron pin in said road; thence S. 72-38 W. 166.6 feet to an iron pin; thence S. 77-15 E. 583.5 ft. to a point in the center of the Waters Rd., iron pin back on line at 25 ft.; thence along the Waters Rd., N. 20-50 E. 210 feet to the beginning corner. Subject to all easements and rights-of-way of record. Plat recorded in Plat Book 1124 page 153

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 Frank C. Wetmore Leonard Miller (L. S.)

Witness J. E. Milano Priscilla Miller (L. S.)

Dated at Greenville

8-1-73  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Frank C. Wetmore who, after being duly sworn, says that he saw the within named Leonard and Priscilla Miller sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. E. Milano witnesses the execution thereof.

Subscribed and sworn to before me  
this 1 day of AUG., 19 73  
Frank C. Wetmore  
(Witness sign here)

Shirley C. DeLoach  
Notary Public, State of South Carolina  
My Commission expires ~~at the will of the Governor~~  
12-10-79

Real Property Agreement Recorded August 6, 1973 at 4:06 P. M., # 3878

50-111

**SATISFIED AND CANCELLED OF RECORD**  
OF June 1993  
Donnie S. Tankersley  
RECORDED IN GREENVILLE COUNTY, S. C.  
AT 3:24 O'CLOCK P. M. NO. 3553

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 941 PAGE 950