

FILED
GREENVILLE CO. S. C.

JUL 8 3 21 PM '74
REAL PROPERTY AGREEMENT
DONNIE S. TANKERSLEY

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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 tract of land situate, lying and being in the State and County aforesaid, Butler Township, about two miles South of Pelham, lying on the northern side of the Circle Road, and being a part of the same tract of land conveyed to Rufus B. Atkins and Louise G. Atkins by deed from J. Wayman Smith, January 14, 1953, recorded in the Office of the RMC for Greenville County in Deed Book 470, at page 171, and having the following courses and distances, to wit:

BEGINNING on an old nail and cap in the center of the said road, joint corner of the land conveyed by Rufus B. Atkins and Louise G. Atkins to Samuel B. & Ida E. Wasson, April, 1962, and runs thence with the said road S. 63-00 W. 467 feet to a nail and cap in the center of the said road; thence N. 23-30 W. 666 feet to a point on the south side of the branch (iron pin back on line at 12 feet); thence with the following traverse line down the branch (the branch being the property line) N. 42-20 E. crossing the branch to a stake on the north side of the branch; thence N. 64-50 E.

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 Pauline M. Woodside Ronnie T. Hamm (L. S.)

Witness William A. Bigger Brenda R. Hamm (L. S.)

Dated at: Greenville, S.C.

6-26-74

Date

State of South Carolina

County of Greenville

Personally appeared before me Pauline M. Woodside who, after being duly sworn, says that he saw

(Witness)

the within named Ronnie T. Hamm and Brenda R. Hamm sign, seal, and as their

(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Jo Ann Martin William A. Bigger

(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 26th day of June July, 19 74

Judy Gibson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Jan. 17, 1980

Pauline M. Woodside
(Witness sign here)

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