

FILED  
GREENVILLE CO. S. C.

REAL PROPERTY AGREEMENT

Lender's Address: South Carolina National  
P. O. Box 969  
Greenville, S. C. 29602

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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: Danny B. Harden and Melissa McCall Harden, their heirs and assigns, The following described real estate, to-wit; All that piece, parcel and tract of land lying and being in Greenville County, S.C., in Cleveland Township, on Cap Creek, Beginning at an Iron Pin in Old Road, at Spring Branch, running thence S. 37-00 W. 363 feet to Nail In Cap, in Cap Creek Road; thence down McCall line S. 37-00 E. 438 ft. to an Iron Pin; thence down the meanderings of Cap Creek, S. 38-02 W., 319.6 feet, to Iron Pin O.; thence up Bell line N. 37-30 W, 590.2 feet, to Iron Pin, Wampole's Corner; thence N. 75-51 E., 208.6 feet, to Iron Pin; thence S. 71-11 W. 237 feet to Iron Pin; thence up Bell line N. 59-30 W. 1206 feet, to Old Hickory 3X (Old Mark) thence N. 45-15 E., 1470.7 feet, to an old stone and Moody Corner; thence along Moody Line S. 43-45 E., 1073.6 feet, to an Old Iron Pin; thence S. 17-00 E., 506 feet, to Nail In Cap, in Cap Creek Rd.; thence S. 72-55 W. 205 feet, to Iron Pin in Old Road;

4. 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.

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Witness John P. Mullins Jr x Danny B. Harden (L. S.)  
Witness Betty J. [unclear] x Melissa Harden (L. S.)

Dated at: Bonnett Hy Office - South Carolina National Bank  
May 31, 1977  
Date

State of South Carolina

County of Greenville

Personally appeared before me John P. Mullins Jr who, after being duly sworn, says that he saw the within named Danny B. and Melissa Harden sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty J. [unclear] witnesses the execution thereof.

Subscribed and sworn to before me  
this 31 day of May, 1977  
Shirley A. [unclear]  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor -  
12-10-79

John P. Mullins Jr  
(Witness sign here)