

S. C.
 REAL PROPERTY AGREEMENT

VOL 1171 PAGE 401

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 in Greenville County, State of South Carolina, Greenville Township and in the City of Greenville, S.C. being known and designated as Lots Nos. 15 and 16 of Block E, as shown by a plat of a subdivision known as Grove Park recorded in the R.M.C. Office for Greenville County in Plat Book "J", Pages 68 and 69, and being more particularly described, according to a survey and plat by Pickell & Pickell, Engineers, dated January 15, 1949 as follows:
 BEGINNING at an iron pin on the west side of Brookway Drive, front corner of Lots Nos. 14 and 15; thence with line of said lots S. 49-00W. 260 feet to center line of Brushy Creek; thence with said creek as the line N. 27-00 W. 71 feet, more or less, to corner in creek, rear corner of Lots Nos 16 and 17; thence with line of said lots, N. 53-00 E. 252 feet to an iron pin on Brookway drive; thence with said Drive S. 26-24 E. 33.3 feet to an iron pin; thence still with said Drive, S. 39-10 E. 16.7 feet to the beginning.

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.

#1 Witness Loretta J. Bell #2 Lillian V. McKinney (L. S.)
 #2 Witness Shelby P. Chriscoe #1 A.C. McKinney (L. S.)

Dated at: Greenville, South Carolina

July 30, 1982

Date

State of South Carolina

County of Greenville

Typed Personally appeared before me: Loretta J. Bell (Witness) who, after being duly sworn, says that she saw the within named Lillian V. McKinney and A.C. McKinney (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Shelby P. Chriscoe (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 30 day of July, 1982

Sharon L. Luster
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 MY COMMISSION EXPIRES AUGUST 31, 1986

#1 Loretta J. Bell (Witness sign here)
 #2

at 2:05 P.M.

50-111

RECORDED AUG 3 1982

2767

4328 RV 21

CC10
 3 AU 3 82
 070

4.0000