

DONNIE S. TANKERSLEY

R.M.C.

FILED

REAL PROPERTY AGREEMENT

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JUN 18 1979

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1. The undersigned, in consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (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 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; and

3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Pickens, State of South Carolina, described as follows: All that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, containing 6.00 acres, more or less, according to plat prepared by Robert Spearman, Surveyor, dated February 3, 1975, reference to which is hereby made for a more complete and accurate description, and being thereon more fully described as follows, to-wit: Beginning on a nail and cap in center of county road, which point is 135.1 feet southeast of property line of Gibson: thence leaving road and running N43-23E 716.1 feet to an iron pin: thence S46-37E 375 feet to an iron pin: thence S43-23W 592.8 feet to a nail and cap in center of county road: thence along center of county road as follows: N44-07W 145 feet: N54-05W 231.9 feet to the point of Beginning, and being bounded on the southwest by center of county road: bounded on the northeast, northwest and southeast by other property of Dock C. Massey and Lillian M. Massey.

This being a portion of the property conveyed to us, Dock C. Massey and Lillian M. Massey by deed of Christine E. Masters, dated August 3, 1963, recorded on August 3, 1963 in Deed Book 10-I, page 417 in the office of the Clerk of Court for Pickens County, South Carolina. This property is sold subject to any and all existing rights-of-way for roads, utilities and other easements as may appear of record and/or on the premises.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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 Delma R. Rutch x Stephen Massey
Witness Susan J. Powell x Ann L. Massey
Dated at: Greenville, SC 5-21-79
Date

State of South Carolina
County of Greenville

Personally appeared before me Delma R. Rutch who, after being duly sworn, says that she saw the within named Stephen Massey and Ann L. Massey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan J. Powell witnesses the execution thereof.

Subscribed and sworn to before me
this 21st day of May, 1979
Dora P. Robinson (Witness sign here)

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

RECORDED JUN 18 1979 37352
at 2:00 P.M.

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