

GREENVILLE CO. S.C.
AUG 29

REAL PROPERTY AGREEMENT

VOL 1110 PAGE 327

In consideration of such loans and indebtedness as shall be made by or become due to COMMUNITY BANK (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; 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 Greenville, State of South Carolina, described as follows:

ALL that piece, parcel or lot of land situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, and known and designated as Lot No. 154, part of Avon Park, according to plat by C. C. Jones, dated December 1956, plat of which is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book KK at Page 71, and having such metes and bounds, as shown thereon, as follows:

BEGINNING at an Iron pin on the Northern side of Marlow Lane, the joint front corner of Lot Nos. 154 and 153, and running thence along the line of Lot No. 153, N. 20-09 W. 200 feet to an iron pin; thence running N. 69-51E. 120 feet to an iron

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay (turn) to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocable 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, 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 Judith Popp x Randall M Huber
Witness Sammie K Makin x Bertha Huber

Dated at: Greenville, South Carolina _____ DATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

Personally appeared before me Judith Popp, who after being duly sworn, says that he saw the within named Randall and Bertha Huber sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sammie McMakin witnesses the execution thereof.
(WITNESS)

Subscribed and sworn to before me
this 29 day of Aug, 1979
Randall M Huber
Notary Public, State of South Carolina
My Commission Expires _____

Judith Popp
(WITNESS SIGN HERE)

RECORDED ON REG 24-4

6070 --- 1 AUG 29 79 1556 4.0001