



REAL PROPERTY AGREEMENT

BOOK 1127 PAGE 619

consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (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 certain piece, parcel or lot of land located in the County of Greenville, State of South Carolina, and being known and designated as Lot No. 11, according to a plat of Duff Property, recorded in the R.M.C. Office for Greenville County in Plat Book FF at Page 404, and having, according to a more recent plat, entitled "Property of Robert Michael Talley and Sally Marie Talley" by Freeland and Associates dated November 9, 1978, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northern edge of Carswell Avenue at the joint front corner of Lots 10 and 11 and running thence with the line of Lot 10, N. 38-27 W. 202.75 feet to an iron pin on the Southern side of Middle Street, thence with Middle Street, N. 46-51 E. 146.57 feet to an iron pin at the joint rear corner of Lots 11 and 12; thence with the line of Lot 12, S. 26-30 E. 223. 03 feet to an iron pin on the Northern edge of Carswell Avenue; thence with Carswell Avenue, S. 53-30 W. 99.89 feet to an iron pin, the point of beginning.

Being the same property conveyed to the Grantors herein by deed of Rush Donnon McGee, said deed being dated September 27, 1976, and recorded in the R.M.C. Office for Greenville County in Deed Book 1044 at Page 133.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay 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 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 Eddie Fewell Robert M Talley
 Witness Kathy D Whitson Sally M Talley

Dated at: Travelers Rest June 13, 1980
 State of South Carolina Date

County of Greenville

Personally appeared before me Eddie Fewell who, after being duly sworn, says that he saw the within named Robert Michael Talley and Sally Marie Talley sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Kathy D. Whitson witnesses the execution thereof.

Subscribed and sworn to before me this 13 day of June, 1980
Eddie Fewell
 (Witness sign here)

Rush A. Turner
 Notary Public, State of South Carolina
 My Commission Expires July 23, 1983

RECORDED JUN 17 1980
 at 3:00 P.M.

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