

FILED
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 KERSLEY

REAL PROPERTY AGREEMENT

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In consideration of all loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY 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
- 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
- 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. 34 of Belle Meade, Section II, a plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book BB at page 117, and being more particularly described according to a plat entitled PROPERTY of Forrest Kirk Smith and Sharon O. Smith by James R. Freeland, dated February 4, 1977, with the following metes and bounds, to wit:

Beginning at an iron pin at the intersection of Brook Forest Drive and Williamsburg Drive and running thence with the right of way of Brook Forest Drive N. 41-54 W. 75 feet to an iron pin; thence with the line of Lot No. 35, N. 57-52 E. 84 feet an iron pin; thence with the line of Lot 48, S. 78-11 E. 86.2 feet to an iron pin on the edge of Williamsburg Drive; thence with the edge of Williamsburg Drive; S. 11-33 W. 120 feet to an iron pin at the intersection of Williamsburg Drive and Brook Forest Drive; thence with the intersection of Williamsburg Drive and Brook Forest Drive, S. 71-01 W. 30.5 feet to an iron pin, the point of beginning. This is the same property conveyed to the Grantors herein by deed of Forrest Kirk Smith and Sharon O. Smith dated May 6, 1977 and recorded in the R.M.C. Office

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.

- 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.
- 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.
- 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 Boyce Benjamin X Tommy R. Smith
 Witness M. Ethel Sucke X

Dated at: Greenville Date 2-12-82

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 44851301

State of South Carolina
 County of Greenville

Personally appeared before me Boyce Benjamin who, after being duly sworn, says that he saw the within named Tommy R. Smith (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with M. Ethel Sucke (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 12 day of February, 19 82

[Signature]
 Notary Public, State of South Carolina
 My Commission expires at the end of the term
 GPC 1L-36

Boyce Benjamin
 (witness sign here)

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