

FILED

REAL PROPERTY AGREEMENT

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1. Payment 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, 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 herein; 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 tract of land located, lying and being in the County of Greenville, State of South Carolina containing 13.69 acres, more or less, as shown on survey entitled "Property of Gilder Properties" dated October 13, 1977, revised November 4, 1977, prepared by Freeland & Associates and having, according to said survey, the following metes and bounds, to wit: 140-550.3-1-13.3 out of 550.3-1-13.1

BEGINNING at an iron pin at the joint front corner of the within tract and a tract containing 17.68 acres, more or less, property now or formerly of Robert L. Bell and Marian C. Bell and running thence, along the joint line of said tracts, 1,016.72 feet to an iron pin on or near the southern edge of Gilders Creek; thence, along said creek, the center line of which is the property line, the following traverses and distances: N. 85-29 E., 110.56 feet; S. 86-47 E., 236.50 feet; N. 85-31 E., 182.09 feet; N. 87-25 E., 9.96 feet; N. 56-02 E., 26.16 feet; S. 45-24 E., 133.15 feet; S. 18-22 E., 105.56 feet; S. 09-45 W., 108.73 feet; S. 08-14E., 94.57 feet; S. 19-31 W., 129.16 feet; S. 04-48 W., 133.59 feet; S. 14-36 W., 109.65 feet and S. 10-13 W., 158.42 feet to an iron pin in the line of property now or formerly of Gilder Creek Properties Joint Venture; thence S. 75-18 W., 478.21 feet to an iron pin, the point and place of beginning. Together with a nonexclusive easement for ingress and egress over, across and upon a 50 foot trip running from the southwestern corner of the tract herein conveyed a distance of 2,781.47 ft. more or less, in a southeastern direction, to the southern edge of the right of way of Jonesville Road. The easement herein granted shall be for the benefit of the grantees, their heirs, successors, assigns, guests and invitees and shall be

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 Carol K. Maraska x Carl Rehling
Carl Rehling

Witness Sandra J. Davis x Patricia A. Rehling
Patricia A. Rehling

Dated at: Greenville, S.C. 8-24-84

State of South Carolina

County of Greenville

Personally appeared before me Carol K. Maraska who, after being duly sworn, says that he saw the within named Carl and Patricia Rehling sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra J. Davis witnesses the execution thereof.

Subscribed and sworn to before me this 31 day of Aug, 1984
Meta M. Spivey
Notary Public, State of South Carolina
My Commission expires at the will of the Governor 1-27-91

Carol K. Maraska (Witness sign here)

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