



REAL PROPERTY AGREEMENT

BOOK 1615 PAGE 930

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 is 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. That if, after becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below;

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 on the eastern side of Lee East Court, near the city of Greenville, in the County of Greenville State of South Carolina, and known and designated as Lot 14 of a subdivision known as Lee East, plat of which is recorded in teh R.M.C. office for Greenville County in Plat Book 6H, page 40, Said lot having such metes and bounds as shown thereon. Reference to said plat hereby pleaded for a more complete description.

This property is conveyed subject to easements, conditions, covenants, restrictions and rights-of-way which are a matter of record and actually existing on the ground effecting the subject property, and is specifically subject to restrictions recorded in the R.M.C. office for Greenville County in Deed Book 1080, at page 292, and also to a twenty foot beautification strip located at the rear of said lot and along Edwards Street.

This is a portion of that property conveyed to grantors recorded in Deed Book 1095 page 208 in the R.M.C. Office for Greenville County on January 11, 1979 by deed of C. S. Willingham.

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 Glenda H. Huntsinger x Brenda B. Smith

Witness Marie Hicks x Steven K. Smith

Dated at: Greenville June 17, 1983

State of South Carolina
County of Greenville

Personally appeared before me Glenda Huntsinger who, after being duly sworn, says that he saw the within named Brenda B. & Steven K. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marie Hicks witnesses the execution thereof.

Subscribed and sworn to before me this 17 day of June, 1983 Glenda H. Huntsinger (Witness sign here)

Ray L. Beaman
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

GPC 1L-36 Recorded July 14, 1983 at 11:30 A/M

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