

REAL PROPERTY AGREEMENT

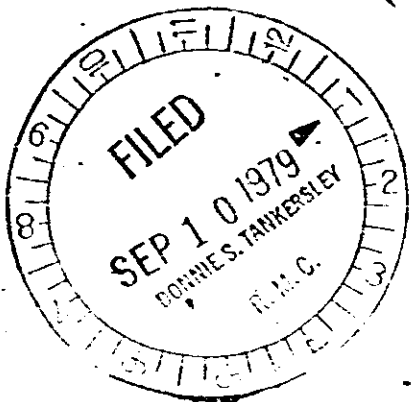
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In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest, S.C. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all such loans and indebtedness have been paid in full, or until twenty years following the death of the last survivor of the undersigned, the undersigned, jointly and severally, do hereby agree:

1. To pay, prior to becoming delinquent, all taxes, assessments, and all charges of every kind imposed or levied on the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating, or permitting any liens 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 in the State of South Carolina, County of Greenville, known as being a part of the property conveyed to the Grantor, by deed of Ollie Lee, on January 9, 1974, and being more completely described according to plat and survey made by Terry T. Dill, Reg. C.E. and I.S. No. 104, dated January 4, 1974, with the following metes and bounds to-wit:

Beginning on an iron, joint corner with property of Vera L. Burnett, which is approximately 300 ft. southwest of Beaver Dam Creek Rd. and running thence S. 37-41 W. 260.0 ft. with Burnett property line to iron pin; thence N. 54-00 W. 286.0 ft. to iron pin; thence N. 51-42 E. 357.0 ft. to iron pin on south side of 25 ft. drive way right of way; thence with south side of driveway right of way S. 33-49 E. 317.0 ft. to iron pin the beginning corner. Containing 1.94 acres more or less. This title included a 25 ft. drive-way right of way beginning at a point N. 33-49W. (from iron pin which was the beginning corner) 42.0 ft. and running thence N. 44-20 E. 300 ft. to the Beaver Dam Creek Rd. right of way; thence with right of way of Beaver Dam Creek Rd. 25 ft.; thence 44-20 W. 275 ft. to property line of Smith property purchase.



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 Kathy D. Whitson x Vera L. Burnett
Witness Penny S. Hester x

Dated at: Travelers Rest, S.C. Sept. 5, 1979
Date

State of South Carolina
County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that he saw the within named Vera L. Burnett sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Penny Hester witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of September, 19 79

Stephen A. ... Notary Public, State of South Carolina
My Commission expires Dec. 28, 1983
RECORDED SEP 10 1979 at 1:00 P.M.
8:11

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