



REAL PROPERTY AGREEMENT

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In consideration of the 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 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:

That certain tract or parcel of land containing fifty-four and 44/100 (54.44) acres, more or less of the former P.E. Coster farm in Highlands Township, Greenville County, South Carolina, bounded now or formerly as follows: on the North by lands of Loten Pittman; on the East by lands of Theron E. Barton; on the South by the remainder of said Coster tract now owned by B.L. Jones, and on the West by Doodle Howard and the John T. Cox estate and having such shape, motos, courses and distances as described on a plat of survey thereof made by H.B. Brockman, Surveyor, dayed February 17, 1941, copy of which is on file with The Federal Land Bank of Columbia and being a part of the lands described in a mortgage from Perry E. Coster and Forace E. Coster to the Land Bank Commissioner, dated February 9, 1934, recorded in Mortgage Book 250, Page 31, Greenville County Public Records.

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 Jodi M. Garrett x Della H Coster
Witness Cathy Mazyck x

Dated at: Travelers Rest June 9, 1982
Date

State of South Carolina
County of Greenville

Personally appeared before me Jodi M. Garrett who, after being duly sworn, says that he saw the within named Della Coster (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cathy Mazyck (Borrowers) witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 9th day of June, 1982 Jodi M. Garrett (Witness sign here)

Eddie Fewell
Notary Public, State of South Carolina
My Commission expires

RECORDED JUN 14 1982 at 10:30 A.M. 27898

My Commission Expires June 19, 1989

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