

FILED
REAL PROPERTY AGREEMENT
SEP 19 1984
Donnie S. Tankersley

In consideration of such loans and indebtedness as shall be made by or become due to COMMUNITY BANK (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 occurs first, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed and levied upon the real property described below; and

2. Without the prior written consent of the 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 other 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:

Beginning at an iron pin on the eastern edge of the turnaround of Rosemary Lane, joint front corner of Lots 4&5; thence with the curvature of said turnaround, the chords of which are N. 4-57 W. 25.3 feet to an iron pin; N. 49-40 W. 50.05 feet to an iron pin; S. 70-25 W. 49.8 feet to an iron pin in line of Lot 34; thence with the line of lot 34, N. 40-31 E. 59.1 feet to an iron pin the the line of property of Cherokee Forest No. 3; thence with the line of said subdivision, S. 73-52 E. 608.4 feet to an iron pin; thence S. 70-50 E. 146 feet to an iron pin on bank of Brushy Creek; thence with Brushy Creek as the line, the traverse lines of which are S. 77-57 W. 90 feet to an iron pin and S. 70-17 W. 269.8 feet to an iron pin, the joint rear corner of Lots 4&5; thence with the joint line of said lots, N. 57-02 W. 402 feet to the point of beginning; being the same conveyed to us by E.F. Cunningham and Rose M. Cunningham by deed of even date to be recorded herewith.

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 irrevocable appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or 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 said rental or other sums be not paid to Bank when due, 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 the 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 of the benefit of the 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, Marsha Woods x Charles A. Cooper
Witness, Debbie Buchanan x Patti G. Cooper

Dated at: _____ DATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME Marsha Woods, WHO AFTER BEING DULY SWORN, SAYS THAT SHE SAW THE WITHIN NAMED Charles A. Cooper and Patti G. Cooper, AND AS THEIR ACT AND DEED DELIVER THE WITHIN WRITTEN INSTRUMENT OF WRITING, AND THAT DEPONENT WITH Debbie Buchanan WITNESSES THE EXECUTION THEREOF. (witness)

Subscribed and sworn before me
this 31 day of August, 19 84

Marsha Woods
(witness sign here)

James W. Chapman
Notary Public, State of South Carolina
My Commission Expires 9-27-92