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SOUTH CAROLINA

REAL PROPERTY AGREEMENT

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...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, 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 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:

In the Town of Fountain Inn, and shown on a plat prepared by Joe E. Mitchell, R. L. S. on October 10, 1972, which plat is entitled Caroline Courts and which lot is known as Lot No. 2 according to said plat and is more particularly described as follows:

Beginning at an iron pin on the western edge of Coleman Avenue and joint front corners of Lots 1 and 2 and running thence along the eastern edge of Coleman Avenue S. 12-09 W. 55.2 feet to an iron pin; thence S. 15-25 W. 89.7 feet to an iron pin, joint front corner of Lots 2 and 3; thence along their common boundary N. 72-00 W. 151.4 feet to an iron pin; thence N. 14-56 E. 152.8 feet to an iron pin, joint rear corners of Lots 1 and 2; thence along their common boundary S. 68-57 E. 150.0 feet to the point of beginning. This is a portion of that property devised by S. L. Coleman who died testate on December 22, 1943 as will appear by his estate filed in Apartment 477, File 1, Greenville County Probate Court. Said S. L. Coleman left a life estate to his wife, Carrie S. Coleman and the remaining to his children, Agnes C. New, Marjorie C. Smith, Jean C. Huff, William F. Coleman and Broadus S. Coleman. The said Carrie S. Coleman died intestate in 1969.

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 [Signature] x [Signature]  
Witness [Signature] x [Signature]

Dated at: Fountain Inn, S. C. 10-1-78  
Date

State of South Carolina  
County of Greenville

Personally appeared before me [Signature] who, after being duly sworn, says that he saw  
the within named Joe D. Finley and Linda G. Finley sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deponent with [Signature]  
witnesses the execution thereof.

Subscribed and sworn to before me  
the 27th day of Oct, 1978 [Signature] (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
GPC IL-36

RECORDED NOV 2 1978 at 12:00 P.M.

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