

REAL PROPERTY AGREEMENT

In consideration of such 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

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: containing 7.18 acres in Bates Township, being shown on plat of Margaret P. Yelton, dated June 7, 1974, prepared by Terry T. Dill, recorded in the R.M.C. Office of Greenville County in Plat Book at Page and being described, according to said plat, more particularly, to-wit:

Beginning at an iron pin in South Carolina Highway No. 414 and running thence N. 77-34 W. 505 feet to a point in a stream; thence along said stream, the center line of which is the property line N. 2-40 W. 170 feet, thence N. 8-40 W. 132 feet to a point, thence N. 6-20 E. 171 feet to a point, thence N. 25-20 E. 198 feet to an iron pin; thence leaving said stream S. 79-40 E. 467 feet to an old iron pin; thence S. 28-21 W. 408 feet to an old iron pin at the joint corner of property now or formerly belong to James Gardner; thence S. 60-34 E. 258.2 feet to a point in the aforementioned highway; thence S. 21-16 W. 200 feet to an iron pin, the point of beginning.

The above described property is shown on Tax Map 513.3, Block 1, as lots 9 and 9.2. The above described property was conveyed to Margaret P. Yelton by deed of Dick H. Peterson and Stella M. Peterson by deed recorded January 17, 1974 in Deed Book 922 at Page 380. Franklin D. Yelton obtained an interest in a portion of the above described property by deed of Margaret P. Yelton recorded May 11, 1976 in deed Book 1036 at Page 80. Lola Peterson quitclaimed all her interest in said property to Margaret P. Yelton by deed recorded May 28, 1976 in Deed Book 1037 at Page 54.

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

Witness

Dated at: Bank of Travelers Rest 7-13-79
Date

State of South Carolina
County of Greenville

Personally appeared before me R. Bruce White who, after being duly sworn, says that he saw

the within named Franklin D. Yelton or Margaret P. Yelton sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Kathryn R. Eskew

witnesses the execution thereof.

Subscribed and sworn to before me

this 13th day of July, 19 79

Stephen A. Terry
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SPC IL-36 Exp. 12-28-83

RECORDED: JUL 18 1979

at 2:00 P.M.

2034

4328 RV.2