

JONNIE S. TANKERS
 R.M.C.
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REAL PROPERTY AGREEMENT VOL 1109 PAGE 766

In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest indebtedness (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 hereafter for or on account of that certain real property situated in the County of Greenville

State of South Carolina, described as follows:

All of that parcel or tract of land in Oneal Township of Greenville County, South Carolina, located on the West side of Mays Bridge Road, about 9 miles northwest of the City of Greer and in the Mountain View School District, being all of that tract of land designated as Tract No. 1 on a plat of the Thos. L. Smith property made by H.S. Brockman, Surveyor, dated October 13, 1942, excepting therefrom a small triangle, having the following courses and distances; to wit:

Beginning at a point in the intersection of the Mays Bridge Road and road leading therefrom to Sandy Flat, and runs thence with the center of the Sandy Flat road S. 46.30E. 345 feet to a turn; thence continuing with the center of this road S. 27 W. 345.5 feet to a stake; thence S. 50.15 E. 398.5 feet to a stake; thence N. 46.25 E. 210.5 feet to a stake; thence N. 71.30 E. 413 feet to a point in the center of the Mays Bridge Road, stake on the south bank thereof; thence along said road N. 50W. 538 feet to a turn; thence continuing with said road N. 42.15 W. 152 feet to the beginning corner, containing Six and 90/100 (6.90) acres, more or less.

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 hereafter 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 Jerry R. Bagwell

Witness Betty M. Poole x Rebecca J. Bagwell

Dated at: Travelers Rest, S.C. August 17, 1979

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 Jerry R. Bagwell and Rebecca J. Bagwell sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Betty Poole witnesses the execution thereof.

Subscribed and sworn to before me this 17th day of August, 19 79 Kathy D. Whitson (Witness sign here)

Stephen A. Jam RECORDED AUG 20 1979 at 3:00 P.M. 5980
 Notary Public, State of South Carolina
 My Commission expires Dec. 23, 1983

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