

OCT 15 1980
 Donnie S. Tankersley
 RMC

REAL PROPERTY AGREEMENT

Citizens 1135 PAGE 503

In consideration of such loans and indebtedness as shall be made by or become due to ~~FIRST BANK AND TRUST~~ BANK AND TRUST (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 as follows:

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
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
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:

All that certain piece parcel or lot of 100' situate and being in the city of Mauldin, County of Greenville, State of South Carolina on the Southeastern side of Montclair Road and being known and designated as lot #39 on plat of Montclair Sub division, section #3 recorded in the RMC office for Greenville County in Plat Book WW page 57 and having according to said plat the following meets and bounds to it. Beginning at an iron pin on the southeastern side of Montclair Road joint front corner of #39 and #40 and running thence S60-24 E150 Ft to an iron pin thence S29-18 W 90ft to an iron pin joint rear corner of lots #38 and #39 thence with a common line of said lots N 60-24 W150ft to an iron pin on the southeastern side of Montclair Road N29-18 E 90ft to an iron pin the point of beginning said conveyance is made subject to the restriction easements and rights of way of record affecting said property

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.

GOTO 1135 PAGE 503

Witness Linda Callahan x Robert L. Clemmer

Witness Kathryn G. Neese x Peggy B. Clemmer

Dated at: Greenville, S.C. 10/9/80

654

State of South Carolina
 County of Greenville

Personally appeared before me Linda Callahan who, after being duly sworn, says that he saw the within named Robert L. and Peggy B. Clemmer sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Kathryn Neese witnesses the execution thereof.

Subscribed and sworn to before me
 this 9 day of October, 1980
Linda Callahan (Witness sign here)

John A. Boegly
 Notary Public, State of South Carolina
 My Commission expires:
October 17, 1989

RECORDED OCT 15 1980 at 1:00 P.M. 11840

0503

4328 RV-2