



REAL PROPERTY AGREEMENT

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Each loan and note referred to as shall be made by or become due to a bank referred to as "Bank" to or from the undersigned, jointly or severally, in full, or until twenty years following the death of the last to survive, jointly and severally, or as hereinafter provided.

Greenville

All that piece, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, being known and designated as Lot No. 35 of Forest Hills, Section Two, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book 4J, Page 55, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of North Forest Circle at the joint line of said lots S. 57-00 E. 228.5 feet to an iron pin at the joint corner of Lots 31, 32, 34, and 35; thence with the line of Lot 31, S. 38-45 W. 175 feet to an iron pin at the joint corner of Lots 31, 35, 14 and 15; thence with the line of Lot 15, N. 65-01 W. 190 feet to an iron pin on North Forest Circle; thence with North Forest Circle N. 26-30 E. 201.9 feet to the beginning corner.

and hereby irrevocably authorize and direct all lessees, assignees, mortgagees and others to pay to Bank, all rent and other moneys whatsoever and whensoever becoming due to the undersigned, or any of them, and hereafter for or on account of the same, interest, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the case of the undersigned, or any of them, to enforce and negotiate checks, drafts and other instruments received in payment of, and to receive the proceeds of, and to enforce payment, by suit or otherwise, of all said rents and moneys, but agrees that Bank shall have no obligation to enforce the same or discharge any collection, 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 moneys shall be due to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any such loan or note 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 place 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, assigns, and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department thereof, showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity of this agreement and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Toni Clark x Nancy Lou Gilbert

Witness Judy McJunkin x Nancy Lou Gilbert

Dated at Marigetta, S. C. 11/26/80

State of South Carolina

County of Greenville

Personally appeared before me Judy McJunkin (Witness)

the within named Nancy Lou Gilbert (Deponent)

act and deed deliver the within written instrument of writing, and that deponent with Toni Clark (Witness)

witnessed the execution thereof.

Subscribed and sworn to before me this 26th day of November 1980

Judy McJunkin
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1987
RECORDED JAN 8 1981 at 2:00 P.M.

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