SEAL PROPERTY AGREEMENT In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TROST CUMPANY (hereinafter referred to as "Benk") 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 delinquence all same 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the least 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 a 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 montes now due and hereafter becoming due to undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the County of MEMINIO.

State of South Carolina, described as follows: Property and Improvements, including 10.83 acres and dwelling, located on Rt 3, Callahan Mountain Rd. in Dravelers Root 5.C. Lecorded in RMC office on Book 1211, page 895. bonie S. Tankersley

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other montes whatsoever and whenseever 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 colligation, 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 indebteding mess them remaining unpaid to Bank to be due and payable forthwith.

  5. That Bank may and it became analysis.
- 5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places is 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 beins, 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.

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Dates at: <u>Breenville</u> Co		9/7/84	_	
State of South Carolina  County of Members	<del></del>	-		
Personally appeared before on the within names <u>Burbain</u> B	and Notion A.	Jurner	sign, seal, a	
act and deed deliver the within written witnesses the execution thereof.	s instrument of writing, ac	I that deponent with	Michael K. King	
chis They be dept	. 13 <i>8</i> 4/	<u></u>	Patiers Kawke	<u></u>
In Sofery earlie, State of South Carolina My Commission expires at the will of the 60-025	se Governor		8723	1

Recorded September 19, 1984 at 9:45 A.M.