REAL PROPERTY AGREEMENT

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In consideration of such loads and indebtedness as shall be made by or become due to the SOUTHERN BANK AND IRUST COMPANY (herainafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in the or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the diders have been 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

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 secount of that certain real property situated in the County of Secretary , State of South Carolina, described as follows:

Property At 144 Holgens Drive, Tendens Lest. 5.c. in the haves of Crichard Dairs het Patricia Childs

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 of Phil Rupy fr. x & Richard D. Childs
Witness Placing D'Yella x fatricia W. Childe
Dated at: Travelers Pert 6-26-79
State of South Carolyna
Country of Jaconista M. 11.
Personally appeared before me Maria N P. 11115 who, after being duly sworn, says that he saw
Personally appeared before me Maria N. Mills who, after being duly sworn, says that he saw the within named Richard D. Childs + lateristic W. Childs sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with J. Devid Nelson.
witnesses the execution thereof.
Subscribed and sworpd to before me
Subscribed and sworp to before me this 25th day of thic, 1929 Harrise T. Hulle (Witness sign here)
Rotary Public. State of South Carolina 10/26/85
My Commission expires at the will of the Governor
GPC 11.36 RECORDED JUL 5 1979 at 2:24 P.M.

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