75411 # 27

GPC 1L-36

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST CUMPANY (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 howsoever for or on account of that certain real property situated in the County of , State of South Carolina, described as follows:

Beginning at an iron pin on the Northern side of Roberta Drive, at the joint front corner of Lots 7 and 8, and running thence along the line fo Lot 7, N 10-31 E 282.4 feet to an iron pin; thence S 85-29 E 100.55 feet to an iron pin; Thence with the line of Lot 9 S 10-31 E 292.9 feet to an iron pin on the Northern side of Roberta Drive; Thence along the Northern side of Roberta Drive, N 79-29 W 100 feet to the beginning corner.

This is the same proberty conveyed to the Grantor by deed recorded in Deed Book 646 at Page 87 in the RMC Office for Greenville County.

This property is conveyed subject to all restrictions, easements, rights of way and zoning ordinances of record or on the ground affecting said property.

Donne breby iffeldskiply authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies solver and Mignsoever associated associated to the undersigned, or any of them, and howsoever for or on account of said real property, unfew irrevocably applied Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its name to endorse applied that the checks, drafts and other instruments received in payment of, and to receive, receipt for and to name to the control of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perown name to endorse and negitiate checks, drafts and other instruments received in payment enforce payment for otherwise, of all said rents and sums; but agrees that Bank shall form or discharge any coligation, duty or liability of the undersigned in connection therewith otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to per-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 indebted-Gness 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 0 State of South Carolina who, after being duly sworn, says that he saw (Gould) (Borrowers) within written instrument of writing, and that deponent with Subscribed and sworn to before me lotary Public, State of South Carolina Con 11982 RECORDED JUL 2 7 1981 2257 My Commission expires at the will of the Governor

Parker to a representation of the telephone of the contract of

at 11:15 A.M.