REAL PROPERTY AGREEMENT In consideration, of two loans and indebtedness as shall be made by or become due to the SOUTHBRN BANK AND TRUST CUMPANT DUMING S. Address fifter 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 lift occurs, the undersigned, jointly and severally, promise and agree To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property dascribed 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 Greenville , State of South Carolina, described as follows: All that piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being on the southeastern side of Kings Mountain Drive in Greenville County, South Carolina being known and designated as lot no. 137 as shown on a plat entitled CANEBRAKE SUBDIVISION, PHASE I SUPPLE-MENTAL PLAT dated February 21, 1979 recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 7-C at Page 11 and having according to said plat the following metes and bounds. to-wit: BEGINNING at an iron pin on the southeastern side of Kings Mountain Drive at the joint front corner of lots nos. 137 and 138 and running thence along the common line of said lots, S. 18-10 E. 145 feet to an iron pin; thence N. 42-44 E. 174.69 feet to an iron pin in the rear line of lot no. 132; thence N. 62-51 W. 135.0 feet to an iron pin on the southeastern side of Kings Mountain Drive; thence along the southeastern side of Kings Mountain Drive, S. 39-54 W. 67.88 feet to an iron pin, the point of beginning. 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 suns; but agrees that Bank shall have no obligation so to do, or to perform or discharge any coligation, 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 indeftedness 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 State of South Carolina Greenville who, after being duly sworn, says that he saw Personally appeared before me sign, seal, and as their the vithin named Earl J. and Deborah H. Hamil (Borrowers) ent of writing, and that deponent with Carol K. Buckner witnesses the execution thereof.

O

My Commission expires at the will of the Governor

9-1-91 RECORDE: MAY 10 1984

William Strand Company of the Company

2000年1月1日 1000年1月1日

[4328-RV-2]

(Vitaess sign here)

at 9:30 A/M

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