

FILED  
MAY 2 1977  
PICKENS COUNTY

REAL PROPERTY AGREEMENT

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

"ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Pickens, on the Northwest side of Old Easley Bridge Road, being more fully described according to plat of John C. Smith, Surveyor, dated April 4, 1957, as follows:

BEGINNING at an iron pin in the center of Old Easley Bridge Road and running thence along the line of property of Boggs North 51-25 West 286 feet to an iron pin; thence running South 57-29 West 110 feet to an iron pin; thence running along the line of property of Cox South 49-11 East 310.6 feet to a point in the center of Old Easley Bridge Road; thence with the center of Old Easley Bridge Road North 45-52 East 120 feet to the point of BEGINNING.

This is the identical property conveyed to Edward C. Harper and Kathy R. Harper by deed of D. W. Perry, dated October 1, 1975, to be recorded herewith.

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 hoesover 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 Margaret Roggy Edward C Harper  
Vicki Sizemore Kathy R Harper  
 Dated at: Pickens SC 4-20-77  
 Date

State of South Carolina  
 County of Pickens  
 Personally appeared before me MARGARET T. ROGGY who, after being duly sworn, says that he saw the within named EDWARD C HARPER & KATHY R HARPER sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with VICKI SIZEMORE witnesses the execution thereof.  
 (Witness)

Subscribed and sworn to before me  
 this 20 day of Apr. 1977  
Jim H. Watson 10/14/84  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

GPC 1L-36 Recorded May 2, 1977 at 2:30 P/M

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