

FILED
JUN 28 1978

REAL PROPERTY AGREEMENT

1032-143

1. Consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest hereinafter referred to as Bank, to be 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 occurs first, the undersigned, jointly and severally, promise and agree

2. Without the prior written consent of Bank, to refrain from creating or permitting any 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 moneys now due and hereafter becoming due to the undersigned, as rental, or otherwise, and to be held for or in 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 in Saluda Township, Greenville County State of South Carolina known as lots nos. 5 and 6 on plat made by W.P. Morrow for W.A. Hood and having the following metes and bounds:

Lot No. 5 being described as follows: BEGINNING on a stake and running thence N. 34 1/2 W. 15.50 to a stake on branch; thence down said branch S. 22 W. 1.22 to a bend; thence S. 77 W. 1.32 to a bend thence S. 5 W. 1.26 to a stake; thence S. 22 E. 18.10 to a stake, thence N. 63 1/2 E. 4.55 to an iron pin, thence N. 50 W. 3.10 to a stake; thence N. 39 1/2 E. 3.24 to a stake the beginning corner. Containing 7 7/10 acres, more or less. Joined by lands of Gosnell and lots Nos. 4 and 6. Deed recorded in Book 243, Page 211 R.M.C. Office for Greenville County. See also Book 593 at Page 61.

Lot No. 6 described as follows: BEGINNING on a stake and running thence N. 22 W. 18.10 to a stake in the branch; thence down said branch S. 54 1/2 W. 2.50 to a bend; thence S. 24 W. 3.50 to a stake; thence S. 22 E. 15.50 to a stake; thence N. 63 1/2 E. 5.00 to the beginning corner. Containing 8 acres, more or less. Joined by lots 5 and 7 of said division. Deed recorded in Book 243, Page 192 R.M.C. Office, Greenville County. See also Book 593 at Page 61.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other moneys whatsoever and whenever 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 Betty Poole x Raymond Thomas Talley
Witness Elizabeth M. Talley x Elizabeth M. Talley

Dated at: Greenville June 25, 1978

State of South Carolina
County of Greenville

Personally appeared before me Betty Poole who, after being duly sworn, says that he saw the within named Raymond Thomas Talley and Elizabeth M. Talley sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty Poole witnesses the execution thereof.

Subscribed and sworn to before me this 23rd day of June, 1978 Betty Poole (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

GPC 1L-36 RECORDED JUN 28 1978 at 12:00 P.M.

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