

ANNIE S. TANKERSLEY  
R.M.C.  
**FILED**  
AUG 7 1979  
AM 7:18

**REAL PROPERTY AGREEMENT**

VOL 1109 PAGE 153

In 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 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, or 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 howerover 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 in Bates Township, Greenville County, South Carolina, containing 11.63 acres, more or less, as shown on a plat of the property of Ernest S. Barnette, made September 11, 1965 by J. C. Hill, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at a point in the Tubbs Mountain Road, joint corner of land of Long, formerly belonging to Runyon, and running thence N. 32-30 W. 1318 feet, more or less, to an iron pin; thence S. 25-30 W. 803.8 feet to an iron pin; thence S. 65-05 E 1116.6 feet to an iron pin in the center of Tubbs Mountain Road; thence N. 28-30 E. 100 feet to the point of beginning.

LESS, HOWEVER, the following portion of property:  
All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Bates Township, Containing 1.22 acres, more or less, as shown on plat of property of Ernest B. Barnette dated March 21, 1978, recorded in Plat Book 6-0 at Page 34 of the RMC office for Greenville County, and Having according to said plat the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the western side of Glensprings Lane at the joint corner of this property and property of Longmeyer and running thence with the said Lane, N. 26-20 W. 19.5 feet to an iron pin on the western side of a circle known as Glensprings Land; thence turning and running, S. 64-14 W. 150 Feet to a new iron pin; thence N. 26-21 W. 309.2 feet to a new iron pin; thence

(over) 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 howerover 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.

GCTO  
AUG 10 79 1222  
A.C.C.I.

Witness Betty Poole x Norma J. Barnette  
Witness Pat Lazar x

Dated at: Travelers Rest August 7, 1979

State of South Carolina  
County of Greenville

Personally appeared before me Betty Poole (Witness) who, after being duly sworn, says that he saw the within named Norma J. Barnette (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Pat Lazar (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 7th day of August, 19 79  
Stephen A. Gunn (Notary Public, State of South Carolina)  
My Commission Expires Dec. 28, 1983

Betty Poole (Witness sign here)

[CONTINUED ON NEXT PAGE]

0153

4328 RV-2