

FILED
 OCT 29 1979
 Dorris S. Tankersley
 RMC

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REAL PROPERTY AGREEMENT

Consideration of all 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 are 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

- 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
- 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
- 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 of that lot of land in the County of Greenville, State of South Carolina, being shown as lot 24, on plat of Springfield, plat of which is recorded in the RMC Office for Greenville County in Plat Book XX, page 111, and having according to said plat, the following metes and bounds, to-wit;

BEGINNING at an iron pin on the southerly side of Blue Ridge Drive, at the joint front corner of lots 24 and 25 running thence with the line of said lots, S. 8-30 W. 190 feet; thence N. 75-03 W. 126 feet to a point on Benson Drive; thence with Benson Drive, N. 8 E. 150 feet to curve at the intersection of Benson Drive and Blue Ridge Drive; thence with said curve (the chord of which is N. 53 E.) 35.3 feet to an iron pin on Blue Ridge Drive; thence with Blue Ridge Drive, S. 82.E. 100 feet to the point of beginning.

This being the same property conveyed to the Grantor by deed recorded in the RMC Office for Greenville County in Deed Book 967, Page 548.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies 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.

GCTO 2002979 619

Witness R. Bruce White x Francies H. Shipman
 Witness Kathryn R. Eskew x Charles E. Shipman

Dated at: Travelers Rest Oct. 23 1979
 Date

State of South Carolina
 County of Greenville S C.

Personally appeared before me R. BRUCE WHITE who, after being duly sworn, says that he saw the within named FRANCIES H. SHIPMAN AND CHARLES E. SHIPMAN (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with KATHRYN R. ESKEW (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 23 day of Oct., 1979
R. Bruce White (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 OPC 1L-36 My Commission Expires Dec. 28, 1983

RECORDED OCT 29 1979 at 2:30 P.M.

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