

FILED
 FEB 23 1981
 10:15 AM
 FLETCHER
 2

REAL PROPERTY AGREEMENT

1143-175

2. 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 prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below.

3. 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 lot of land in Greenville County, State of South Carolina, being known and designated as Lot No. 2 on plat of Northside Heights, recorded in Plat Book MM at Page 89, in the R.M.C. Office for Greenville County and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Pine Knoll Drive, at the joint front corner of lots Nos. 1 and 2, and running thence with the line of Lot No. 1, N. 75-02 W. 201.8 feet to iron pin; thence N. 6-40 E. 95 feet to iron pin on Northside Circle; thence with said Northside Circle, S. 81-55 E. 184.8 feet to iron pin; thence with the curve of the intersection of Northside Circle and Pine Knoll Drive, S. 36-27E. 28.1 feet to iron pin; thence with Pine Knoll Drive, S. 03-55 W. 95 feet to the point of beginning.

and hereby irrevocably authorize and direct all lessees, owners, 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 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, legates, 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 Michelle R. Huff Victor Bruce Flowers
 Witness Cathy Mazyck Linia Gail Flowers

Dated: Travelers Rest 2-19-81
 State of South Carolina Dec
 County of Greenville

Personally appeared before me Michelle R. Huff also, after being duly sworn, says that he is the said named Victor Bruce Flowers and Linia Gail Flowers and as their act and deed deliver the within written instrument of writing, and that dependent on Cathy Mazyck a true and correct copy thereof.

Subscribed and sworn to before me
 on 19th day of February 1981
Stephen A. Toney Michelle R. Huff
 Notary Public, State of South Carolina

RECORDED FEB 23 1981 at 1:00 P.M.

REZ 10

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