



1154-393

REAL PROPERTY AGREEMENT

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 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 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 the County of Greenville, in Bates Township, at Marietta, at the southwestern intersection of Duff Drive and a proposed 40 foot street, and having the following metes and bounds, to wit:

Beginning at an iron pin at the southwestern corner of Duff Drive and a proposed 40ft. street, and running thence S. 22-50 E. 110 feet to an iron pin; thence S. 50-30 W. 200 feet to an iron pin; thence N. 22-50 W. 110 feet to an iron pin on the southeastern side of a proposed 40 ft. street; thence with said 40 ft. street N. 50-30 E. 200 feet to the point of beginning. See plat book FF, at page 481.

This is the same property conveyed to Hubert R. and Joanne F. Dover in Deed Book 564, page 215, and Deed Book 645, page 23, and to Ross Dover in Deed Book 925, page 235, which deed has been corrected by another deed from Vera C. Duff, to be recorded of even date 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 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 Michelle K. Hoff x Harry C. McCarson
Witness Shirley B. Sanders x Joy B. McCarson

Dated at: Marietta, S. C. Aug. 25, 1981 Date

State of South Carolina

County of Greenville, S. C.

Personally appeared before me SHIRLEY SANDERS who, after being duly sworn, says that he saw the within named Harry C. McCarson and Joy B. McCarson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with MICHELLE HOFF witnesses the execution thereof.

Subscribed and sworn to before me this 25th day of August, 19 81 Shirley B. Sanders (Witness sign here)

Notary Public, State of South Carolina My Commission expires June 2, 1981

RECORDED AUG 31 1981 at 11:30 A.M.

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