



REAL PROPERTY AGREEMENT

VEL 1187 PAGE 629

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, 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:

Nancy Lou Gilbert, her heirs and assigns forever, Rt. 1, Box 329, Marietta, S.C. 29661

ALL that piece, parcel or lot of land in Cleveland Township, Greenville County, State of South Carolina, being known and designated as Lot 35 of Forest Hills, Section Two, as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book 4J, Page 55, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of North Forest Circle at the joint front corner of Lots 34 and 35, and running thence with the joint line of said lots S.57-00 E. 228.5 feet to an iron pin at the joint corner of Lots 31, 32, 34, and 35: thence with the line of Lots 31, S.38-45 W.175 feet to an iron pin at the joint corner of Lots 31, 35, 14 and 15; thence with the line of Lot 15, N.65-01 W. 190 feet to an iron pin on North Forest Circle; thence with North Forest Circle N. 26-30 E.201.9 feet to the beginning corner.

The above described property is part of the same conveyed to me by Forest Hills, a partnership, by deed dated June 26, 1975, and recorded on June 27, 1975, in the R. M. C. Office for Greenville County in Deed Book 1020, Page 422.

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 Huff Nancy Lou Gilbert

Witness [Signature] Judy M. Junkin

Dated at: January 25, 1983 Marietta, SC Date

State of South Carolina County of Greenville

Personally appeared before me MICHELLE HUFF who, after being duly sworn, says that she saw the within named NANCY LOU GILBERT sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with JUDY MCJUNKIN witnesses the execution thereof.

Subscribed and sworn to before me this 25 day of January, 1983 [Signature] (Witness sign here)

Notary Public, State of South Carolina My Commission expires June 2, 1987

Recorded May 3, 1983 at 10:30 A/M

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