

REAL PROPERTY AGREEMENT

NO 1027 PG 657

In consideration of such loans and indebtedness as shall be made by or become due to FIRST PIEDMONT BANK AND TRUST COMPANY (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 as follows:

- 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
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
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 hereover for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

Greenville, State of South Carolina, described as follows:

Beginning at an iron pin on west side of Batesville Road said pin being 530' + north of center line of Anderson Ridge Road and running thence S47-05W 35.1' to an iron pin on property of Threatt Maxwell Enterprises, Inc. thence continuing with line of Threatt Maxwell Enterprises, Inc. N87-30W 328.0 to an iron pin thence continuing with Threatt Maxwell Enterprises, Inc. N2-38W 266.25 to an iron pin thence continuing with Threatt Maxwell Enterprises, Inc. S87-30E 373.0 to an iron pin on west R/W of Batesville Road and running thence with west R/W of said road S1-40W 240.21 to the point of beginning.

Containing 2.20 acres.

and hereby irrevocably authorize and direct all lessees, lessee 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 hereover 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 Debbie Smith, Cecil W. Kimbrell

Witness Pamela L. Rogers, Mattie W. Kimbrell

Dated at: Greenville, SC 10-28-75

State of South Carolina
County of Greenville

Personally appeared before me Pamela L. Rogers who, after being duly sworn, says that he saw the within named Cecil W. and Mattie W. Kimbrell A ssan, Real, and as their act and deed deliver the within written instrument of writing, and that deponent with Debbie Smith witnesses the execution thereof

Subscribed and sworn to before me this 28th day of October, 1975 Pamela L. Rogers (Witness sign here)

Notary Public, State of South Carolina
My Commission expires: 8/4/79

Recorded NOV 25 '75 At 11:00 A.M. 13778

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