

DEC 28 1977

REAL PROPERTY AGREEMENT

Vol 1070 p. 513

In consideration of such loans and indebtedness as shall be made by or become due to COMMUNITY BANK (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:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Town of Fountain Inn, Fairview Township, and having the following metes and bounds, to wit: Beginning at a point on the southeastern edge of North Weston Street, joint front corner with Gary lot, and running along North Weston Street, N. 30-10 E., 87½ feet to a point, joint front corner with Marlar lot; thence along Marlar Line, S. 50-50 E., 150 feet to a point on other lands of J.B. Gault and joint back corner of Marlar lot; thence along line of other property of J.B. Gault, S. 39-30 W. 87½ feet to back joint corner of Gary lot; thence along line of Gary lot, N. 50-50 W., 150 feet to joint front corner of Gary lot, which is the point and hereby irrevocably authorize all lessees, escrow holders and others to pay to Bank, all rent and all other monies due or to become due hereafter and whensoever becoming due to the undersigned, or any of them, and for or on account of said real property, and hereby irrevocable appoint Bank, as agent in fact, with full power and authority, in the name of the undersigned, or in the name of the undersigned, to endorse and execute 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, 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. The payment of all indebtedness of the undersigned to Bank this agreement shall be and be deemed to be of no effect until then it shall apply to and bind the undersigned, his 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 manager of Bank showing any part of said indebtedness to remain unpaid shall 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 Charles E. [Signature] x Kenneth P. Crown  
 Witness [Signature] x F. H. Crown  
 Dated at: Greenville, S.C. 12-30-77  
 DATE

STATE OF SOUTH CAROLINA  
 COUNTY OF Greenville  
 Person [Signature] appeared before me Samuel H. Hejlska, who after being duly sworn, deposed that he saw the within named Kenneth P. Crown sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy Keenan witnesses the execution thereof.  
 (WITNESS)

Subscribed and sworn to before me  
 this 30th day of December, 1977  
Sammi K. [Signature]  
 Notary Public, State of South Carolina

[Signature]  
 (WITNESS SIGNATURE)

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