

MAY 12 1978

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN 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

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 hereafter 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 SITUATE, Lying & being in THE CITY AND COUNTY OF GREENVILLE, S.C. SHOWN AS LOT # 3 ON A PLAN OF PLATS, PROPERTY RECORDED IN PLAT BOOK 'EEE' AT PAGE 117, BEING ON THE NORTHERN SIDE OF DOUTHETT ST. WITH A WIDTH OF 45.1 FEET AND A DEPTH OF 166.4 FEET AND ALSO ALL RIGHTS IN AND TO A PORTION OF AN 11 FT. ALLEY AND A TWO FOOT STRIP Lying ALONG AND ADJOINING THE NORTHERN SIDE OF SAID LOT.

THIS SAME PROPERTY CONVEYED TO THE GRANTEE BY E. INMAN MASTER IN EQUITY FOR GREENVILLE COUNTY, BY A DEED RECORDED IN THE R.M.C. (BOOK FOR GREENVILLE COUNTY IN DEED BOOK 715 AT PAGE 395

AS PART OF THE CONSIDERATION HEREIN THE GRANTEE ASSUMES AND AGREES TO PAY THE BALANCE DUE ON MORTGAGE IN FULL (CALCULATED TO BE \$3970.00) RECORDED IN R.M.C. BOOK FOR GREENVILLE COUNTY IN DEED BOOK 741 PAGE 215

and hereby irrevocably authorize and direct all lessees, escrow 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 hereafter 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 Susan King, MONTAGUE COFFMAN

Witness Liberty Beach

Dated at: GREENVILLE, S.C. 5-4-78

State of South Carolina County of GREENVILLE

Personally appeared before me SUSAN KING who, after being duly sworn, says that he saw the within named MONTAGUE COFFMAN sign, seal, and as their act and deed deliver the within written instrument of writing, and that Liberty Beach witnesses the execution thereof.

Subscribed and sworn to before me this 4 day of MAY 1978 Margaret Loggins, Notary Public, State of South Carolina, My Commission expires at the will of the Governor

GPC 1L-36 RECORDED MAY 12 1978 at 11:00 A.M.

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