

JUL 19 1978  
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REAL PROPERTY AGREEMENT

Vol 1033 pg 484

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 the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until thirty 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 to deliver for or on account of that certain real property situated in the County of GREENVILLE, State of South Carolina, described as follows:

ALL that piece, parcel or lot of land in Saluda Township, Greenville County, State of South Carolina lying on the East side of U.S. Highway NO.25 and containing One and 7/10 acres, more or less, and having the following Metes and Bounds:

Beginning at a point in center of Buncombe Road (U.S. Highway NO. 25) a corner of Hightower land and running thence N. 85-30 E. 450 to a point in Sunrise Road at corner of Cemetery and marked by iron pipe on west edge of road; thence with center of road as property line S. 33-00 W. 100 feet; S. 40-52 W. 379 to center of U.S. Highway NO. 25; thence with center of Highway as property line to beginning corner as follows: N.21-33 W. 200 feet and N. 27-45W. 166 feet to beginning corner.

and hereby irrevocably authorize and direct all lessees, encumbrance 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 Kathy Whitson x Calvin G. Cagle  
Witness Barbara Ross x Beatrice Cagle

Dated at: Travelers Rest, South Carolina July 14, 1978  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that he saw the within named Calvin G. Cagle and Beatrice Cagle sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Barbara Ross witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of July, 19 78  
Kathy Whitson (Witness sign here)  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
My Commission Expires Dec. 28, 1981

Recorded July 19, 1978 at 2:00 P/M 1923

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