

DEC 7 1978

REAL PROPERTY AGREEMENT

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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 Pickens, State of South Carolina, described as follows:

Beginning at a nail and cap in the intersection of Jim Hunt Road and Williams Road and running thence with Jim Hunt Road, N. 26-41 W., 395 feet to a nail and cap in Jim Hunt Road; thence N. 64-00 E., 33.0 feet to an iron pin at joint corner of property now or formerly of Ferguson; thence with the Ferguson property line, N. 64-00 E., 347.5 feet to an iron found on line thence continuing N. 64-00 E., 396.5 feet to an iron pin found at joint corner of property now or formerly of Harrison; thence with the Harrison property line, S. 9-50 W., 270.3 feet to an iron pin on the northern edge of Williams Road; thence S. 20-23 E., 25 feet to a nail and cap in Williams Road; thence with Williams Road, the following courses and distances: S. 46-05 W., 219.4 feet to a nail and cap; S. 52-19 W., 411.4 feet to a nail and cap in the intersection of Williams Road and Jim Hunt Road being the point of beginning.

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 irrevocable 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, 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 Janie B. Bridges x David C. Kirk  
Witness Pamela L. Browning x Brenda R. Kirk

Dated at Greenville, South Carolina October 20, 1978

STATE OF SOUTH CAROLINA  
COUNTY OF Pickens

Personally appeared before me Janie B. Bridges, who after being

duly sworn, says that he saw the within named David C. and Brenda R. Kirkign, seal, and

as their act and deed deliver the within written instrument of writing, and that

deponent with Pamela L. Browning witnesses the execution thereof.

(WITNESS)  
Pamela L. Browning

Subscribed and sworn to before me

this 26 day of OCTOBER, 19 78

John W. Davis  
Notary Public, State of South Carolina  
My Commission Expires

Janie B. Bridges  
(WITNESS SIGN HERE)

RECORDED DEC 7 1978 at 12:30 P.M.

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