

DONNIE S. TANKERSLEY
R.M.C.
FILED

AUG 30 1979

REAL PROPERTY AGREEMENT

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AM 7:89 PM 8:24 56

of which loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (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:

- 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
- 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
- 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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, containing .67 acres, on the northeastern side of U.S. Highway No. 276 in Bates Township, being described more particularly on Plat of Property of Robert J. Bailey, dated February 25th, 1976, revised Aug. 30th, 1978, prepared by W.R. Williams, Jr., Engineer/Surveyor, recorded in Plat Book 6-V at Page 25, to-wit:

BEGINNING at a nail on the northeastern side of U.S. Highway No. 276 at the joint corner of the within described property and other property now or formerly belonging to Robert J. Bailey and running thence along said highway N. 21-07 W. 157.2 feet to an iron pin; thence S. 89-03. 127.6 feet to an old iron pin; thence S. 89-03 E. 203.7 feet to an iron pin at the joint corner of property now or formerly belonging to Gray; thence along the common line of said lots S. 19-20 E. 31.6 feet to an iron pin at the joint of property now or formerly belonging to Robert J. Bailey; thence along said property S. 67-23 W. 195.7 feet to a nail; thence S. 68-56 W. 109.6 feet to a nail, 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 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 place 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 should be and constitute conclusive evidence of the validity, effectivity, and continuing force of this agreement and any person who is hereby authorized to take thereon.

Witness R Bruce White x Robert J Bailey

Witness Kathryn Eskew x

Made at: Travelers Rest Aug 29 79

State of South Carolina
County of Greenville

Personally appeared before me R Bruce White who, after being duly sworn, says that he sees

the within named Robert J. Bailey (Borrower) and that deponent with Kathryn Eskew (Witness)

has and does deliver the within written instrument of writing, and that deponent with Kathryn Eskew (Witness)

witnessed the execution thereof.
Subscribed and sworn to before me
this 29 day of August, 19 79 R Bruce White (Notary sign here)

My Commission Expires July 3, 1988
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
DERIVATION: Deed of Greenville & Northern Railway Company, recorded February 9, 1976 in Deed Book 1031 at Page 364; Deed of Ralph M. Horne and Sam T Staggs, et al, recorded January 19, 1976 in Deed Book 1030 at Page 359; and Deeds of John W. Jennings and Robert P. Styles recorded June 25, 1969 in Deed Book 870 at Pages 484 and 500 respectively

RECORDED AUG 30 1979
at 10:00 A.M.

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