



REAL PROPERTY AGREEMENT

71126/5518

consideration such as 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... To pay prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described above; and Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those already existing) on, and from transferring, selling, assigning or in any manner disposing of, the real property described herein; 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 piece, parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the western side of Scuffletown Road and being known and designated as Lots 44 and 45 of Terrace Acres Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book 000, at page 126, and having such metes and bounds as shown thereon, said plat being incorporated herein by reference.

This conveyance is made subject to such easements, rights-of-way, and restrictions as appear on record or on the premises.

This being the same property conveyed herein to the Grantors by deed dated February 2, 1972 and being recorded in the R.M.C. Office for Greenville County in Deed Book 963 at page 3.

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 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 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 Sybil Punch x Steve Powell
Witness Pamela Austin x Karen Powell

Dated at: Greenville, South Carolina 7-28-80

State of South Carolina
County of Greenville

Personally appeared before me Sybil Punch (Witness) who, after being duly sworn, says that he saw the within named Steve C. and Karen D. Powell (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Pam Austin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
This 28 day of July 19 80
Sybil Punch (Witness sign here)

Notary Public, State of South Carolina
My Commission Expires at the Will of the Governor
RECORDED AUG 11 1980 at 1:00 P.M. 4005

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