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REAL PROPERTY AGREEMENT

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...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

1. In the event of becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below;

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 hoasover 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 tract of land in Cleveland Township, County and State aforesaid, containing 10 acres according to a plat of Mrs. S.C. Beattie Estate made by Terry T. Bill in October 1958, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Geer Highway No. 276 and running thence N. 36-15 W. 78.5 feet to an iron pin; running thence S. 71-00W. 1420 feet to an iron pin; running thence S. 37-00 E. 605 feet to an iron pin on right of way of a 50 foot road; running thence N. 47-15 W. 903.4 feet to an iron pin; thence continuing along said road, N. 53-45 E. 450 feet to an iron pin on Geer Highway, the beginning corner; less, however, the 50 foot right-of-way granted unto Greenville County as will appear in Deed Book 733 at Page 41.

and hereby irrevocably authorize and direct all lessees, tenants 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 hoasover 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, legatery, 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 party may and is hereby authorized to rely thereon.

Witness Kathy E. Whitson Wayne Breedlove
Witness Delores Cleveland Brenda Breedlove

Dated at Travelers Rest, S.C. 1-23-81
State of South Carolina Dir

County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that she is the within named Wayne E. Breedlove and Brenda Breedlove wgt. wbl. and as their act and deed deliver the within written instrument of Delores Cleveland witness the execution thereof.

Subscribed and sworn to before me this 23 day of January 1981
Stephen A. Turner (Witness wgt. wbl.)

Notary Public, State of South Carolina
My Commission expires 12-31-1983

RECORDED: JAN 26 1981 at 2:00 P.M.

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