



REAL PROPERTY AGREEMENT

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In consideration of such loans 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 are 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 that 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. Heroby 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 hereafter 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 Greenville County, South Carolina, being shown and designated as Lot No. 2 on a plat entitled "Property of R.C. Ayers", by C.O. Riddle, dated October 28, 1971, and recorded in Greenville County, South Carolina Plat Book 4 N at page 46, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the joint line of the subject property with property now or formerly belonging to Carolina, Inc., at the joint rear corner of the subject lot with Lot No. 1, and running thence with the joint line with Lot No. 1 N. 88-44 E. 311.4 feet to a point on the western edge of Brown Road; thence N. 88-44 E. 22.3 feet to a point in the roadbed of Brown Road; thence N. 13-59 E. 80.1 feet to a point in the roadbed of Brown Road; thence N. 3-12 W. 59.8 feet to a point in the roadbed of Brown Road; thence S. 88-44 W. 29.2 feet to a point on the western edge of Brown Road at the joint front corner with Lot No. 3; thence with the joint line with Lot No. 3 S. 88-44 W. 285.7 feet to a point on the joint line with property now or formerly owned by Carolina, Inc.; thence with the joint line of said property now or formerly owned by Carolina, Inc. S. 1-16 E. 138 feet to 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 whenever becoming due to the undersigned, or any of them, and hereafter 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 Eric Varnon I John W. Clark

Witness Janet Mays I

Dated at: Greenville 1/16/81

State of South Carolina
County of Greenville

Personally appeared before me Eric Varnon who, after being duly sworn, says that he saw the within named John W. Clark

act and deed before the within written instrument of writing, and that he acted with Janet Mays witnesses the execution thereof.

Subscribed and sworn to before me
this 16 day of January, 1981 Eric Varnon

Janet Mays
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED JAN 28 1981 at 12:00 P.M.

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