

MAR 9 1981
Davis & Tarkenton
RMC

73715 #1400
1143-955

REAL PROPERTY AGREEMENT

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 have been paid in full, or until twenty-two 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, fees 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 leases now due and hereafter becoming due to the undersigned, as rental, or otherwise, and whatever for or in 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 situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as Lot No. 199, Section 3-B, Westcliffe Subdivision, as shown on a plat thereof of record in the Office of the RMC for Greenville County in Plat Book JJJ, Pages 72-75, and having, according to said plat, the following notes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Balmoral Court at the joint corner of Lots 199 and 198, running thence down the joint line of said lots, S. 65-29 E. 233.3 feet to an iron pin at the joint corner of Lots 199 and 32; running thence down the joint line of said lots, N. 0-31 W. 290.3 feet to the joint corner of Lots 201, 202 and 199; running thence down the joint line of said lots, N. 57-02 E. 254.8 feet to an iron pin on the Southern side of Balmoral Court; running thence along the curve of Balmoral Court (chord of which is S. 21.53 E.) 27.2 feet to an iron pin; thence continuing along the curve of Balmoral Court (chord of which is S. 11-29 W.) 30.2 feet to the point of beginning.

This conveyance is made subject to all easements, restrictions and rights-of-way which may affect the property hereinabove described.

That the undersigned, jointly and severally, do hereby agree to pay to Bank, all rent and all other moneys whatsoever and whatever becoming due to the undersigned, or any of them, and whatsoever for or in 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 execute 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, and agrees that Bank shall have no obligation as to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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.

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.

Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and all then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and issue 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 my hand and seal this _____ day of _____, 1981.
Witness my hand and seal this _____ day of _____, 1981.
Witness my hand and seal this _____ day of _____, 1981.

State of South Carolina
County of Greenville

Personally appeared before me _____ and, after being duly sworn, said that he saw the within named _____ and _____, who, each, did as their act and deed deliver the within written instrument of writing, and that he signed with _____ witness the execution thereof.

I, Subscribed and sworn to before me _____
Notary Public for the State of South Carolina

RECORDED MAR 9 1981 at 1:30 P.M. 25169

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