



REAL PROPERTY AGREEMENT

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of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY... jointly and severally, promise and agree

To pay... becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and... the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance

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 certain piece, parcel, lot or tract of land situate, lying and being in Greenville County and lying on the west side of Blakely Drive and being Lot 77 and a portion of Lot 76 as shown on plat of property survey for Ronald L. Moore and Deborah J. Moore, dated June 3, 1981, by Arbor Engineering, lying in Verdin Estates Subdivision, to be recorded herewith and having according to said plat, the following metes and bounds. Reserving however, unto the Town of Mauldin a 25-foot sewer right of way across the rear of the property and a 68-foot Duke Power right of way as shown on the referred plat.

BEGINNING at an iron pin on Blakely Drive at the joint front corner of Lots 77 and 78 and running thence along with the joint line of said Lots N. 88-27 W. 139.91 feet to a point; thence S. 1-32 W 136.13 feet to a point; thence S. 83-32 E. 139.72 feet to a point on Blakely Drive; thence along Blakely Drive N. 1-38 E. 135.95 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 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 enforce 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 [Signature] x Deborah J. Moore

Witness [Signature] x Ronald L. Moore

Dated at: Greenville, June 11, 1981

State of South Carolina
County of Greenville

Personally appeared before me [Signature] who, after being duly sworn, says that he saw the within named Ronald L. Moore and Deborah J. Moore sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with [Signature] witnesses the execution thereof.

Subscribed and sworn to before me this 11 day of June, 1981

[Signature]
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
GPC IL-36

RECORDED JUN 16 1981 at 2:30 P.M.

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