



REAL PROPERTY AGREEMENT

Vol 1186 Page 674

1. 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-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree...

GREENVILLE, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, shown as Lot 2 on plat of Pine Brook Forest, Section I, recorded in Plat Book 4-X, at Pages 48 and 49, and having the following courses and distances:

BEGINNING at an iron pin on Cannon Circle, joint front corner of Lots 1 and 2 and running thence with the joint line of said lots N. 06-27E. 150 feet to an iron pin, joint rear corner of Lots 1 and 2; thence along rear line of Lot 2 S. 83-33 E. 125 feet to an iron pin, joint rear corner of Lots 2 and 3; thence with the joint line of said lots S. 06-27 E. 150 feet to an iron pin on Cannon Circle; thence with said Circle N. 83-33 W. 125 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 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 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 Debra J. Speed x John T. Kelley
Witness Carol K. Buckner x Sharon D. Kelley

Dated at: GREENVILLE April 6, 1983

State of South Carolina
County of GREENVILLE

Personally appeared before me Debra J. Speed who, after being duly sworn, says that he saw the within named John T. Kelley and Sharon G. Kelley sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Carol K. Buckner witnesses the execution thereof.

Subscribed and sworn to before me
This 6 day of April, 1983
Debra J. Speed (Witness sign here)

Notary Public, State of South Carolina
My Commission Expires November 23, 1991

RECORDED APR 19 1983 at 11:00 A.M.

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