

REAL PROPERTY AGREEMENT

BOOK 67 PAGE 511
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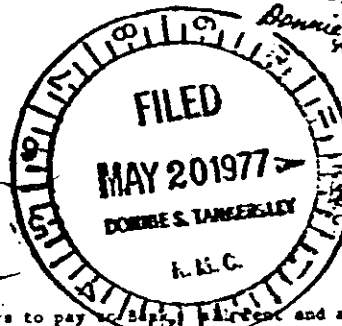
In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. 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 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. Herby 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 piece, parcel or lot of land situate, lying and being on the Western side of Sulphur Springs Drive near the City of Greenville in the County of Greenville, State of South Carolina and known and designated as Lot No. 9 of the Property of R. G. Jones according to a plat prepared by John C. Smith dated January 9, 1960 and recorded in the R. M. C. Office for Greenville County in Plat Book II at page 137, said lot having such metes and bounds as shown thereon.

PAID IN FULL AND THIS 20 DAY OF June 1977
SOUTHERN BANK AND TRUST COMPANY
GREENVILLE SOUTH CAROLINA 37886

Margaret D. Logg AC *Virginia Thompson*
M. S. [unclear] *Virginia Thompson*



Consented
Donnie S. Tankersley
DONNIE S. TANKERSLEY
JUN 21 11 19 AM '77
GREENVILLE CO. S.C.
FILED
JUN 21 1977

BY *Margaret D. Logg* and *Virginia Thompson* and herby irrevocably authorize and direct all lessees, escrow holders and others to pay, and all other monies due to the undersigned, 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 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 place 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 *Janet Meyer* x *Sammie G. Craigo*
Witness *Patrice McCracken* x *Barbara J. Craigo*
Dated at: Greenville, SC 4-19-77
Date

State of South Carolina
County of Greenville
Personally appeared before me Patrice McCracken who, after being duly sworn, says that he saw the within named Sammie G. Craigo and Barbara J. Craigo act and deed deliver the within written instrument of writing, and that deponent with Janet Meyer witnesses the execution thereof.
Subscribed and sworn to before me this 10 day of April, 1977
Patrice McCracken 56C
Notary Public, State of South Carolina
By Commission expires at the will of the Governor
GPC 1L-36

Recorded May 20, 1977 at 11:30 A/M 31628

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