

REAL PROPERTY AGREEMENT

BOOK 74 IN 1708  
VOL. 1183 PAGE 83

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. 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: BEGINNING at an iron pin on the southerly side of Sunset Drive, joint front corner Lots Nos. 77 and 78, and running thence with the southerly side of Sunset Drive S. 41-10 E. 75 feet to an iron pin at the southwesterly intersection of Sunset Drive and Waccamaw Avenue; thence with the westerly side of Waccamaw Avenue, S. 48-50 W. 175 feet to an iron pin; thence B. 41-10 W. 75 feet to an iron pin, joint rear corner of Lots Nos. 77 and 78; thence with the joint lines of Lots Nos. 77 and 78, N. 48-50 E. 175 feet to the point of BEGINNING. The within conveyance is subject to restrictions, utility easements, rights of way, zoning regulations, and other matters as may appear AUG 12 1981 on the recorded plats, or on the premises. The within is the identical property heretofore conveyed to the grantors by deed of N. G. PROFF AND DONNIE S. TANKERSLEY, recorded in Public Office for Greenville County, S. C., in Book 1183, Page 83, dated August 12, 1979.

OFFENSE FILED  
AUG 12 1981  
10 PM  
DONNIE S. TANKERSLEY

PROFF AND DONNIE S. TANKERSLEY  
SOUTHERN BANK AND TRUST COMPANY  
GREENVILLE, SOUTH CAROLINA

AUG 12 1981

FILED  
MAY 22 1979  
AM 7,8,9,10,11,12,1,2,3,4,5,6 PM

Sharon B. Poole  
WITNESS

Donnie S. Tankersley  
Sharon B. Poole  
WITNESS

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 hereon.

Witness William B. Hoffmann

Witness Chris Clark

Dated at: Greenville, S. C. 5-11-79

State of South Carolina  
County of Greenville

Personally appeared before me William B. Hoffmann who, after being duly sworn, says that he saw the within named Gary W. Coulter and Carolyn H. Coulter sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Chris Clark witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of May 1979

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
GPC 11-35

William B. Hoffmann (Witness sign here)

RECORDED MAY 22 1979 34206  
at 12:30 P.M.