

REAL PROPERTY AGREEMENT

1112

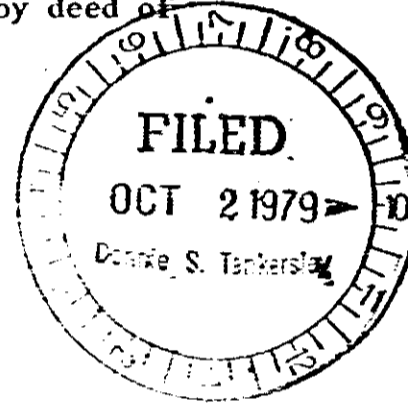
In consideration of such loans and indebtedness as shall be due by or to the undersigned, the following agreement is made...

- 1. To pay, prior to the date of maturity... 2. Without the prior written consent of Bank... 3. Hereby assign, transfer and set over to Bank, its successors and assigns...

All that certain, piece, parcel lot or tract of land situate lying and being in Bates Township, Greenville County, South Carolina and adjoining lands of D.B. Tripp, Mt. Grove School, and containing three acres, more or less and being more fully described as follows:

Beginning at an iron pin at S.E. corner of School lot and running with Tripp line S 34-15 E 519.7 feet to a stake; thence S. 74-45 W 274.7 feet to a stone; thence N 34-15 W 542.0 feet to stake on school lot; thence N79-30 E 274.7 feet to beginning.

This being a portion of the property belonging to the late James Latham who passed away on or about 2/4/79 and left the above described property in part to the grantor. See Probate Court records for Greenville County, Apt. 1552 File 25. This is the same property conveyed to the late James Latham by deed of the following in the following deed books and pages: Carrie L. Anderson, Book 1089, Page 215 Lizzie L. Benson, Book 1089, Page 214 James Latham was also known as James Lathan.



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...

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 James L. Howard x Helen Lathan
Witness Penny D. Hester x

Dated at: Travelers Rest

State of South Carolina
Greenville
County of

Personally appeared before me Janice Howard who, after being duly sworn, says that he saw the within named Helen Lathan sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Penny Hester witnesses the execution thereof.

Subscribed and sworn to before me this 28th day of September 1979 at 10:00 A.M. My Commission expires

RECORDED OCT 2 1979 at 10:00 A.M.

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