

## REAL PROPERTY AGREEMENT

1112

In consideration of such loans and indebtedness as shall be made by or to the undersigned, the undersigned agrees that thereafter referred to as "Bank," to be from the undersigned, jointly or severally, to Bank, all rents and indebtedness have been paid in full, or until twenty years following the date of the last note, if at the time of the last note first occurs, the undersigned, jointly and severally, will pay to Bank:

1. To pay, prior to becoming delinquent, all rent, amounts due, and all other amounts due to Bank, on the real property described below, and
2. Without the prior written consent of Bank, to retain from time to time, and in the amount to either than those presently existing) to exist at and from time being, mining, a mineral, oil and gas interest in and over all property, in the real property described below, or any interest therein, and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all mines and the interest therein, belonging due to the undersigned, as rental, or otherwise, and in or to or in respect 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 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:

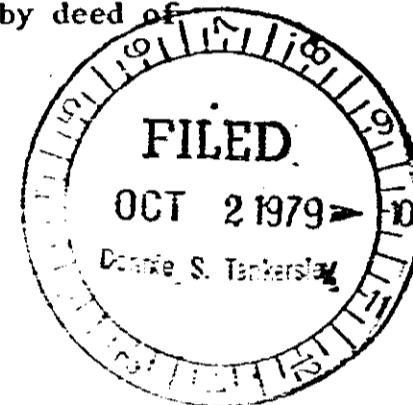
Beginning at an iron pin at S.E. corner of School lot and running with Tripp line S 34-15 E 519.7 feet to a stake; thence S. 74-45 W 274.7 feet to a stone; thence N 34-15 W 542.0 feet to stake on school lot; thence N79-30 E 274.7 feet to beginning.

This being a portion of the property belonging to the late James Lathan 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 Lathan 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 Lathan 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, 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 rent 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 sum 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 Janice Howard

Helen Lathan

Witness Penny H. Hester

Dated at: Travelers Rest

State of South Carolina  
County of Greenville

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

Subscribed and sworn to before me

this 28th day of September, 1979

Myers A. J. III

Notary Public, State of South Carolina

My Commission expires Sept. 28, 1981

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

(Witness's signature)

11151

RV.2

8

432

433