REAL PROPERTY AGREEMENT

Vin consideration of sect loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (hereinafter referred to as "Bank") to or too the undersigned Kjonnty 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 previously the indersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below;

- 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 <u>Greenville</u>, State of South Carolina, described as follows:

All that certain piece, parcel or tract of land, lying situate and being in Saluda Township, County of Greenville, State of South Carolina, being formerly a part of the lands of E. C. Robinson, deceased and having the following metes and bounds, to wit:

- 1. Beginning at an iron pin on the corner of Trammell Road and lands of Francis K. Pace and running with the line of Francis K. Pace N 9-10 W. 181.00 Ft. to a point; then turning and running with the line of Francis K. Pace N 85-44 W. 120.95 ft. to 'iron pin; then turning and running N 25-15 W. 255.30 ft. to an iron pin; then turning and running S 67-03 E. 382.22 ft. to iron pin; then S. 67-03 E. 16.07 ft to iron 'pin on Trammell Road, then running with said road N 15-33 E. 119.52 ft. to a point; othen N 21-11 E. 81.06 ft. to a point; then N 32-59 E. 86.76 ft. to a point of beginning on Trammell Road, containg 1.28 acres, more or less, this parcel being subject to a 20 ft. right of way to lands formerly of E. C. Robinson, as shown on Othe plat of Francis K. Pace, by P. R. Raxter, R.L.S., November, 1977.
- 2. Beginning at iron pin on the corner of lands of Richard E. Robinson and running N 40-48 W. 354.61 ft. to iron pin; then turning and running N 37-56 E 117.68 ft. to a stone; then turning and running S 55-04 E. 309.41 ft. to i.p.f. on corner of lands of Richard E. Robinson, then turning and running with the line of Richard E. Robinson S 27-03 W. 208.77 ft. to iron pin, beginning corner, containing 1.20 acres, more of less.

Both being part of lands conveyed to the grantor herein by deed of the heirs at law of E. C. Robinson, who died intestate, in deedbook 1070 at page 222.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever 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 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 thereon.

Witness Shely elver	x Rich	sel Rabium
Witness Betty M. Pool . 0	x	
Dated at: Trayelers Rest	July 25, 1980	
State of South Carolina	Date	
County of Greenville		
Personally appeared before me Shirley Ivey		who, after being duly sworn, says tha
be saw the within named Richard E. RobYii568		sign, seal, and a
(Borrowers) their act and deed deliver the within written instrument of writing, and that d	eponent with	Betty Poole
witnesses the execution thereof,		(Witness)
Subscribed and sworn to before me	Pl a	
this 25, day of July 1980	- Struly	Witness sign here
Notary Public State of South Carolina		

My Commission expires

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