

FILED
 SEP 29 1978
 JAMES S. TAMM-SLEY

Vol 1008 Page 112

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest/ (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:

ALL that piece, parcel or tract of land situate, lying and being in O'Neal Township, Greenville County, State of South Carolina, on the northern side of Pine Log Ford Road and containing 11 acres, more or less, and being known and designated as a portion of Tract No. 9 of the property of R. L. Andrea Estate recorded in the RMC Office for Greenville County in Plat Book "X", at Page 33, and having the following metes and bounds, to-wit:

BEGINNING at a point in the center of a driveway on the northern side of Pine Log Ford Road at the joint corner of the property of the grantors and J. K. Keller and running thence along the northern side of said Road, S. 73-00 W. 650 feet, more or less, to an iron pin at a point where Long Branch crosses the Road; thence in a northern direction along the meanders of said branch 458 feet, more or less, to an iron pin in the northern line of Tract No. 9; thence along the northern line of Tract No. 9 N. 36 1/4 E. 12.50 chains to an iron pin at the rear corner of tract owned by J. K. Keller; thence along the joint line of said Keller property and property of the grantor, S. 17-06 E. 936 feet to the point of beginning.

Derivation: Deed Book 1051, Page 84, Terry L. Blackwell

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 R Bruce White x Cicero Blackwell
 Witness Kathryn R. Eskew x Jewell Dean Blackwell
 Dated at: Travelers Rest Sept. 25th, 1978
 Date

State of South Carolina
 County of GREENVILLE
 Personally appeared before me R. Bruce White who, after being duly sworn, says that he saw
 the within named Cicero Blackwell and Jewell Dean Blackwell sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Kathryn R. Eskew
 witnesses the execution thereof.
 (Witness)

Subscribed and sworn to before me
 this 25 day of Sept., 19 78
R Bruce White
 (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 My Commission Expires July 3, 1988

RECORDED SEP 29 1978 at 12:15 P.M. 10145

9286

4328 RV-2