



REAL PROPERTY AGREEMENT

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In consideration of the loans and indebtedness as shall be made by or for the undersigned... 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 occurs, the undersigned jointly and severally, promise and agree as follows: To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below... I, the undersigned, do hereby, 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

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 lot of land with the buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, within the City of Greenville, on the north side of West Prentiss Avenue, Lot "10", Block "F", and one-half (1/2) of alley in rear thereof, as is shown in Plat Book C at page 176 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the north side of West Prentiss Avenue at the corner of Lot 12 and running thence along the line of West Prentiss Avenue N. 45-27 E. 65 feet to the corner of Lot 8; thence running along the line of Lot 8 N. 44-33 W. 188 feet to an iron pin in the center of a sixteen foot alley; thence running along the center of said alley S. 45-27 W. 65 feet to an iron pin in the center of said alley; and thence running S. 44-33 E. 188 feet along the line of Lot 12 to the beginning corner.

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 in 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 or 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 binding force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: [Signatures] Thomas C. Gower, III, Marilyn G. Gower, Greenville SC

State of South Carolina, County of Greenville

Personally appeared before me S. Gray Walsh, who, after being duly sworn, says that he saw the within named Thomas C. and Marilyn G. Gower act and deed deliver the within written instrument of writing, and that deponent with Jennings L. Graves Jr. witnesses the execution thereof.

Subscribed and sworn to before me this 8th day of April, 1982 S. Gray Walsh (Witness sign here)

Notary Public, State of South Carolina, My Commission Expires 10-17-89, 11:15 A.M., 22851

RECORDED APR 13 1982

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