



REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (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

Greenville, State of South Carolina, described as follows: Paul R. Tucker and Nancy S. Tucker, their heirs and assigns forever: All that piece, parcel or lot of land lying and being in Austin Township, Greenville County, South Carolina, about two miles northeast of the Town of Simpsonville, lying on the Georgia Road and being cut out of 43.2 acre parcel of land designated as tract Number 1 of the J. P. Hipps lands and referred to in Item XI of the J. P. Hipps' will and being more specifically described as follows: BEGINNING at a stake on the northern edge of the Georgia Road at a Point 208 feet S. 54 W. from land, now or formerly, of B.P. Hipps and running thence along the Georgia Road S. 54 W. 162 feet to corner; thence by a dividing line N. 32 W. 269.5 feet to corner; N. 54 E. 162 feet to corner lot, now or formerly, of Patsy M. Hipps; thence along the joint line of the lot, now or formerly, of Patsy M. Hipps S. 32 E. 269.5 feet to the beginning corner and containing one acre, more or less, and being shown on the Brockman plat as Lot #2.-----This being the same property conveyed to the Grantor herein by deed of Douglas R. Miller, Jr., dated September 30, 1970 and recorded on February 19, 1971, in the RMC Office for Greenville County in Deed Book 908, at Page 211; and from the Estate of Orren L. Leopard, who died testate on April 29, 1974, said Estate being filed in the Probate Court for Greenville County in Apartment 1333, at File 5.-(130-559.2-1-19-1) This conveyance is made subject to any restrictive covenants, building set back lines, rights-of-way and easements, if any, which may affect the above-described property.

This conveyance includes to Two Doublewide Fleetwood 1971 trailers, Model Nos. 50140-2, 501402-Si430 2U and 50140-2 50140-2-Si4302X. This agreement will include a 3-car garage, constructed of aluminum siding with steel supports and cement foundations. and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rents and all other moneys due and to be received by or for the undersigned, 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 Ben F. Hagood III x Paul R. Tucker

Witness Suzanne H. Hannah x Nancy S. Tucker

Dated at: Southern Bank \* Trust Co., Greenville, S.C. 06/15/84 Date

400 3 21A01

State of South Carolina
County of Greenville

Personally appeared before me Ben F. Hagood, III who, after being duly sworn, says that he saw the within named Paul R. Tucker and Nancy S. Tucker sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Suzanne H. Hannah witnesses the execution thereof.

Subscribed and sworn to before me this 15 day of June, 1984

Suzanne H. Hannah
Notary Public, State of South Carolina
My Commission expires 4-12-89

Ben F. Hagood III (Witness sign here)

GPC IL12 RECORDED JUN 28 1984 at 10:00 A/M

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