



25 MAY 21 1969 X+XX
27840 REAL PROPERTY AGREEMENT

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Mrs. Donnie S Tankersley In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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 lot of land with all buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of S. C., being a portion of Lot No. 11 according to a survey of said property recorded in Plat Book H. at page 219, RMC Office for Greenville County and having the following metes and bounds according to a more recent survey of the property of Harry H. McBride and Alice Reeps McBride:

BEGINNING at an iron pin at the corner of Webster Road and U. S. Highway No. 276 and running thence, South 36-39 West 28.1 feet to an iron pin; running thence S. 52-18 W. 108 ft to iron pin; running thence N. 55-35 W. 65 ft to iron pin; running thence N. 34-35 E. 131 ft to right of way line of S.C. Highway Dept; running thence along said right of way line along Laurens Road (US Highway No. 276) S. 55-35 E. 100 ft more or less to the beginning corner. Being a portion of property conveyed to Alice Reeps McBride and Harry H. McBride by deed recorded in Vo. 213 page 110 RMC Office for Greenville County.

Know all men by these presents, that I, the undersigned, Eunice A. Baswell, in consideration of One and no/100 dollars, and in consideration of the sale of certain land located on Thompson Road, and more fully described in a Deed recorded in the R.M.C. Office for Greenville County at Deed Book 727 page 329, do hereby bargain, sell and convey to Summer House, Inc. all fixtures, improvements, and personal property located on the premises of the land herein above described, including the remaining personal property described in Deed recorded in RMC Office at Deed Book 727, page 32.

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 J. Clarence Hopke x Bomar Enterprises, Inc.

Witness Frances Lawson x By: George E. Bomar

Dated at: Greenville, S.C. 5-20-69 George E. Bomar, President
Date

State of South Carolina

County of: Greenville

Personally appeared before me J. Clarence Hopke who, after being duly sworn, says that he saw the within named Bomar Enterprises, Inc. (Witness) (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 20 day of May, 1969
Dianna Brewer (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded May 21, 1969 At 9:15 A.M. # 27840
5-1-78