

FILED
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REAL PROPERTY AGREEMENT

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 whatsoever 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 City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 75 on plat of Elletson Acres, which plat is recorded in the R.M.C. Office for Greenville County, State of South Carolina, in plat book EE, at Page 161, and having, according to a more recent plat by R. W. Dalton, Engineer, April, 1967, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Lockwood Avenue, joint front corner of Lots 75 and 76, thence running with the joint line of said lots, N. 82-54 E., 152 feet to an iron pin on line of property now or formerly belonging to the Vaughn Estate, thence with the line of the Vaughn Estate, S. 30-00 E., 72.3 feet to an iron pin on the northern side of Lowndes Hill Road; thence with the northern side of Lowndes Hill Road and following its curvature, S. 61-21 W., 63.8 feet to an iron pin; thence S. 68-28 W., 57.4 feet to an iron pin; thence S. 79-44 W., 57.2 feet to an iron pin; thence around the corner of the intersection of Lowndes Hill Road and Lockwood Avenue, N. 37-26 W., 35.7 feet to the eastern side of Lockwood Avenue; thence with the eastern side of Lockwood Avenue, N. 0-14 E., 77.3 feet to the beginning. Recorded in the R.M.C. Office for Greenville County, Deed Book 817, page 430.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and whatsoever 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 agree 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 thereon, and is hereby authorized to rely thereon.

Witness Paul E. Proffitt x Daniel P. Norris
Witness Patsy Hunt x Janice Gayle Norris

Deed at: Greer, South Carolina AUG. 29, 1973

State of South Carolina
County of Greenville

Personally appeared before me Paul E. Proffitt who, after being duly sworn, says that he saw the within named Daniel P. Norris and Janice Gayle Norris sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patsy Hunt witnesses the execution thereof.

Subscribed and sworn to before me
Paul E. Proffitt
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 Real Property Agreement Recorded Sept. 7, 1973 at 11:45 A. M., # 7126

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