

RECORDING FEE PAID \$ 1.25 SEP 11 1973 DONNIE S. TANKERSLEY REAL PROPERTY AGREEMENT VOL 983 PAGE 625

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

- 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
- 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
- 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 situate, lying and being on Wallingford Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as Lot No. 106 of a subdivision known as Buxton, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book 44 at Pages 2, 3 and 4; said lot having such metes and bounds as shown thereon.

This property is conveyed subject to restrictions and easements or rights of way, if any, of record.

The Grantee herein assumes and agrees to pay the terms of that certain note and mortgage heretofore executed unto Fidelity Federal Savings & Loan Association recorded in Mortgage Book 1205 at Page 106 in the original amount of \$28,350.00 and having a present balance of

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 pre-fore or discharge any obligation, duty or liability of the undersigned in connection therewith.

- 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.
- 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.
- 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 Richard L. Pate x John J. Reebing, Jr.
 Witness Shelton G. Jeff x Shirley J. Reebing
 Dated at: Greenville 9-10-73
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Richard L. Pate who, after being duly sworn, says that he saw the within named John J. Reebing, Jr. and Shirley J. Reebing sign, seal, and as their act and deed delivered the within written instrument of writing, and that deponent with Shelton G. Jeff witnesses the execution thereof.

Subscribed and sworn to before me this 10th day of Sept. 1973 at Greenville
Francis L. Laws (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the _____

Real Property Agreement. Recorded Sept. 11, 1973 at 2:30 P.M., # 7376

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