

RECORDING FEE
PAID \$ 1.25

NOV 2 1973

DONNIE S. WINN

REAL PROPERTY AGREEMENT

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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. Herely 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:

Freddie Mae F. Jenkins, -----subject, however, to the life estates as hereinafter set forth,

All that tract of land in Greenville County, South Carolina, being shown as Lot No. 1 on plat of Property of R L. Rollins, prepared by W. J. Riddle, Surveyor, dated May 1951, and recorded in Plat Book AA at page 49 in the RMC Office for Greenville County, and having the following metes and bounds:

Beginning at an iron pin on the northern side of Reeves Road at joint front corner of Lots 1 and 2 and running thence with line of Lot 2, N 26-34 E 213 feet to an iron pin; thence N 74-10 W 85 feet to an iron pin; thence S 26-34 W 212.9 feet to an iron pin on Reeves Road; thence with said Reeves Road, S 73-50 E 85 feet to the beginning corner.

This is a portion of the property conveyed to the grantor by deed recorded in Deed Book 448 at page 420, RMC Office for Greenville County.

This conveyance is subject to a life estates in the grantor, Charles W. Funk, and his wife Ella Mae Funk, and as additional consideration for this conveyance, the grantee agrees to pay the property taxes each year as well as to maintain and keep up the property at her expense. This property is conveyed subject to all restrictions, zoning ordinances and easements of record and on the ground affecting said property.

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 place 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 William Connally x Jerry D. Jenkins
x Mrs. Jerry D. Jenkins

Witness William S. Cox x C. W. Funk
Date 10/24/73

Dated at: Greenville Date

State of South Carolina
County of Greenville

Personally appeared before me William Connally who, after being duly sworn, says that he saw the within named Jerry D. & Mrs. Jerry D. Jenkins & C. W. Funk sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with William S. Cox witnesses the execution thereof.

Subscribed and sworn to before me this 25th day of October 1973 William Connally (Witness sign here)

Delmas G. Lawrence
Notary Public, State of South Carolina
My Commission expires at the 11-23-80

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