

RECORDED  
PAID \$ 1.25

JAN 7 1974

REAL PROPERTY AGREEMENT

VOL 991 PAGE 373

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

Greenville State of South Carolina, described as follows:

All that piece, parcel or lot of land situate in the State of S. C., County of G'ville, on the northwestern side of Douglas Drive, being known and designated as Lot No. 8, as shown on a Plat of Martindale, made by C.O. Riddle, June, 1959, and recorded in the R.M.C. Office for Greenville County, in Plat book BBB, at Page 97, and as shown on a more recent survey of Revised Plat Lots 7&8, and Portion of Lot 6, Martindale, made by C.O. Riddle, July, 1972, and recorded in the R.M.C. Office for G'ville County, in Plat Book 4-U, at Page 116, and having according to said Plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwestern side of Douglas Drive, at the joint front corner of Lots 7 & 8, and running thence with the common line of said Lots S.

89-26 W. 167 feet to an iron pin; thence running N.14-46 E. 44.2 ft. to an iron pin; thence running N.14-46 E. 28.5 ft. to an iron pin at the joint rear corner of Lots 8 & 9; thence with the common line of said Lots N. 35-07 E. 138 ft. to an iron pin on the northwestern side of Douglas Drive; thence with the line of said Douglas Drive S. 35-45 E. 96.2 ft. to an iron pin; thence continuing with line of said Drive S.2-05 E. 96.2 ft. to the point of beginning.

This conveyance is made subject to such easements, rights-of-way and restrictions of record or as appear on the premises. This is the same property conveyed to the grantor herein by deed recorded in the R.M.C. Office for G'ville County, in Deed Book 95/ at Page 49.

and howsoever 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 Barry K. Aughtrey x Donald W. Elvington

Witness Jane H. Galloway x Sandra W. Elvington

Dated at: GREENVILLE 12-14-73  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Barry K. Aughtrey who, after being duly sworn, says that he saw the within named Donald W. Elvington & Sandra W. Elvington, sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jane H. Galloway witnesses the execution thereof.  
(Borrowers)  
(Witness)

Subscribed and sworn to before me this 3rd day of January, 1974  
Barry K. Aughtrey  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

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