

OCT 16 1974
DOYNE S. TANKERSLEY

REAL PROPERTY AGREEMENT

BOOK 1008 PAGE 525

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: E. Stuart Gray, Jr. and Christina A. Gray, their heirs and assigns forever: All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 15 of a subdivision known as long forest acres as shown on a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book JJ, at Page 79, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the northwestern side of Delta Dr. at the joint front corner of Lots Nos. 14 and 15, and running thence along the northwestern side of Delta Drive, S. 31-30 W. 100 ft. to an iron pin at the joint front corner of Lots Nos. 15 and 16: thence along the joint line of Lots Nos. 15 and 16. N. 58-30 W. 150 ft. to an iron pin at the joint rear corner of said lots; thence along the rear line of Lot No. 15, N. 31-30 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 14 and 15: thence along the joint line of said lots, S. 58-30 E. 150 feet to the beginning corner: being the same conveyed to me by Home Improvement & Supply Co. by deed dated June 27, 1966 and recorded in the R,M,C, Office for Greenville County in Deed Vol. 801, at Page 85.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

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 Jane H. Holloway x E. Stuart Gray, Jr.
 Witness J. A. Ferguson, Jr. x Christina A. Gray

Dated at: C+S Bank Greenville, SC 10-9-74
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Jane Holloway J. A. Ferguson who, after being duly sworn, says that he saw the within named Christina A. and E. Stuart Gray sign, seal, and as their act and deed deliver the within written instrument of writing, and that department with J. A. Ferguson, Jr. Jane H. Holloway witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of October, 1974
J. A. Ferguson, Jr.
 (Witness sign here)

James H. Johnston
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

RECORDED OCT 16 '74 9894

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