

NOV 5 1974
DONNIE S. TANKERSLEY

BOOK 1009 PAGE 618
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. 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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot #138, Winding Way, Peppertree Subdivision, on a Plat of Peppertree designated as Section #2, dated June 15, 1972 and recorded in the R.M.C. Office for Greenville County in Plat Book 4R at Page 19, as revised by a plat recorded in Plat Book 4X at Page 3 and Plat Book 5E at page 68, and having, according to said revised plat, the following metes and bounds, to-wit:

BEGINNING at a point located on the southeastern side of the right-of-way of Winding Way, a joint corner of Lots #139 and #138; thence S. 26-20 E. 154.5 feet to an iron pin; thence S. 47-41 W. 60.3 feet to an iron pin; thence N. 37-31 W. 160.0 feet to an iron pin located on the southeastern side of the right-of-way of Winding Way; thence along said right-of-way N. 46-20 E. 6.0 feet to an iron pin; thence continuing along said right-of-way N. 55-20 E. 81.4 feet to the point of beginning.

THIS PROPERTY is subject to the Amended Declaration of Covenants, Conditions and Restrictions recorded in the Office of the R.M.C. for Greenville County in Deed Book 978 at Page 895, and to any other restrictions, easements and rights-of-way of record, including a five foot drainage and utility easement along side and rear lot lines.

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 Heidi D. Dill _____ x Norm Eugene Spitzer _____
 Witness Peggy Grace _____ x Susan C. Spitzer _____
 Dated at: Greenville, SC _____ 10/11/74 _____
 Date

State of South Carolina
 County of Cherokee
 Personally appeared before me Heidi S. Dill _____ who, after being duly sworn, says that he saw
 the within named Norm Eugene Spitzer _____ Susan C. Spitzer _____ sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Peggy Grace _____
 witnesses the execution thereof. _____
 (Witness)

Subscribed and sworn to before me
 this 11 day of Oct 74 at _____
Heidi S. Dill _____ (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

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