

MAY 10 1977  
DONNIE S. TAWERSLEY

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (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 of that lot of land near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 38 on the Plat of Fresh Meadow Farms, said plat being recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "M" at page 127; said lot having a frontage of 72.6 feet on the northeast side of High Valley Boulevard, a parallel depth of 300 feet and a rear width of 72.6 feet.

AS a part of the consideration for the within conveyance the grantee assumes that certain mortgage given to Aiken Loan & Security Company, which Mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 775 at page 241, with balance due thereon in the amount of \$3563.28.

This is the same property conveyed to the grantor from Mrs. Billie G. Taylor by deed dated June 16, 1964 recorded in the RMC Office for Greenville County, South Carolina June 18, 1964 in Deed Vol.751, page 240.

This conveyance is made subject to any existing easements, rights-of-way, reservations, and restrictions.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensover 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 Margaret Roggy x Guy W. Stevens

Witness Nancy M. Graubner x Nancy C. Stevens

Dated at: GREENVILLE 5/11/77  
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me MARGARET T. ROGGY who, after being duly sworn, says that he saw the within named GUY W. AND NANCY C. STEVENS sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with NANCY M. GRAUBNER witnesses the execution thereof.

Subscribed and sworn to before me this 9 day of May, 1977  
Nancy M. Graubner (Witness, Sign Here)

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

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