

FILL
 MAY 31 1977
 JOHN S. JANKERLEY

REAL PROPERTY AGREEMENT

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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 that certain piece, parcel or tract of land in the State of South Carolina, Anderson County Brushy Creek Township, Being a portion of Tract No. 5 of the A. F. Cely Estate, and this property containing approximately 1.5 acres, more or less, and being more particularly described by a plat prepared by Enwright Associates, dated July 11, 1969, to be recorded herewith, as follows, to wit:

For plat see Plat Book 72 page 78.

Beginning at a point in common with S. C. Highway No. 81 and a road previously known as Gin Road and running thence with Gin Road S 09-07 E 208.5 feet to an iron pin; thence continuing with Gin Road S 11-02 E 225 feet to an iron pin; Thence turning and running S 80-31 W 279.2 feet along property of Mrs. Smith Cely to an iron pin on S. C. Highway 81; thence running along S. C. Highway No. 81 N 21-11 E 115 feet to a nail and cap; thence continuing with said Highway N 22-29 E 216.6 feet to a nail and cap; thence with said Highway N 23-48 E 50 feet to a nail and cap; thence with said Highway, N 24-48 E 50 feet to a nail and cap; thence with said Highway, N 24-28 E 82 feet to the point of beginning.

This property being triangular in shape and being two tracts conveyed (cont. on back)

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 Jerry L. Robertson x Willie F. Boone

Witness Robbie L. Bailey x Bobby Joe Boone

Dated at: Greenville, S. C. May 24, 1977
Date

State of South Carolina
 County of Greenville

Personally appeared before me Jerry L. Robertson who, after being duly sworn, says that he saw the within named Willie F. Boone and Bobby Joe Boone sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robbie L. Bailey witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me
 this 24th day of May, 1977
Virginia D. Little (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 GPC IL-36
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