



REAL PROPERTY AGREEMENT

VOL 1060 PAGE 285

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

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land with improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Oakland Township, shown and designated as the northern one-half of Lot No. 111, which is shown as Plot No. 3 of the property of Overbrook Land Company and Woodville Investment Company, which plat is recorded in the RMC Office for Greenville County in Plat Book F, at page 218, also being recorded in Plat Book 6D, at page 86 known as "Property of James Perry Harrison and Gloria S. Harrison, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the southwestern side of Woodville Avenue at the joint front corner of Lots Nos. 110 and 111, and running thence with the southwestern side of Woodville Avenue S. 31-10 E. 62.5 feet to a point; thence S. 57-32 W. 65 feet to the iron pin in the common lines of Lots 111 and 108; thence N. 33-08 W. 65 feet to the joint rear corner of Lots 111 and 110; thence N. 59-00 E. 98.3 feet to an iron pin on the southwest side of woodville Avenue, the point of beginning, being the northern one-half of Lot No. 111, as shown on the plat above referred to.

This is a portion of the same property conveyed to the Mortgagor by deed dated January 6, 1977, recorded in the RMC Office for Greenville County, in Deed Book 1049 at page 205.

This conveyance is made subject to all easements, restrictions and rights of way, if any appear hereon or hereafter.

The undersigned hereby 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 James Perry Harrison

Witness Robbie Bailey x Gloria S. Harrison

Witned at: Greenville 6-28-77 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 James Perry Harrison & Gloria S. Harrison sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robbie Bailey witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of June, 1977 Jerry L. Robertson (Witness sign here)

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

GPC 1L-36 RECORDED JUL 11 1977 At 2:30 P.M. 589

Vertical stamp on the right edge: 4328 W-21