

FILED
NOV 28 1978
S. JAMES ESKEN

REAL PROPERTY AGREEMENT

VOL 1092 PAGE 681

In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (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

State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, with all improvements thereon or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 11, according to a revised map of Paris View, prepared by Dalton and Neves, Engineers, October 1957, and recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at Page 26, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Paris View Drive, at the joint front corner of Lots Nos. 11 and 12 and running thence along the joint line of said lots, S. 70-54 E. 175 feet to an iron pin, the joint rear corner of Lots Nos. 11 and 12; thence along the rear line of Lot No. 11, S. 19-06 W. 82 feet to an iron pin, joint rear corner of Lots Nos. 10 and 11; thence along the joint line of said lots, N. 70-54 W. 175 feet to an iron pin on the eastern side of Paris View Drive, joint front corner Lots Nos. 10 and 11; thence with the eastern side of Paris View Drive, N. 19-06 E. 82 feet to the point of beginning; being the same conveyed to me by Alpha B. Childress by deed dated November 3, 1961, recorded in the R.M.C. Office for Greenville County in Deed Vol. 685, at Page 495.

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 Kathleen Eskew x Brady E. Ward

Witness Cindy Botson x Brady E. Ward

Dated at: Travelers Rest 27 Nov 78

State of South Carolina
County of Greenville

Personally appeared before me Kathleen Eskew who, after being duly sworn, says that he saw the within named JO ANN WARD or Brady E. Ward sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cindy Botson witnesses the execution thereof.

Subscribed and sworn to before me this 27 day of Nov, 1978 Kathleen Eskew (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Exp. Date 28, 1978

RECORDED NOV 28 1978 at 2:00 P.M. 16330

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