

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 claims now due and hereafter becoming due to the undersigned, as rental, or otherwise, and whatever due or to become due of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land being, being and situate in the County and State aforesaid, Fairview Township, containing one acre, more or less, with the following notes and bearings, to-wit: beginning at a stake on the North side of the Jenkins Bridge Road, corner with other lands of the grantor, and running thence with said road in a westerly direction 72 feet to a stake, corner on line of land of J. M. Durr; thence with the Durr line in a Northwesterly direction 81 feet to a stake, corner with lot hereinafter for by John Henderson from the grantor, or the Durr line; thence with land hereinafter for by the said John Henderson in a northerly direction 225 feet to a stake; thence with the Henderson land on line of land of the grantor; thence with the joint line of said lands of the grantor in an easterly direction 165 feet to a stake, corner of line of other lands of the grantor; thence with the line of other lands of the grantor in a southerly direction 280 feet to the point of beginning and bounded by the Jenkins Bridge Road, other lands of the grantor, lands of J. M. Durr and land hereinafter for by John Henderson.

CONNIE S. TANKERSLEY R.M.C. FILED MAR 22 1970

and hereby irrevocably authorize and direct all trustees, executors, administrators and others to pay to Bank, all such and all other notes whatsoever and whenever becoming due to the undersigned, or any of them, and to receive, 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 enforce and negotiate notes, 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 as to its, or to perform or discharge any obligations, duty or liability of the undersigned in connection therewith.

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 immediately.

That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as, in its discretion, may elect.

Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and all then at hand appear to and bind the undersigned, their heirs, executors, trustees, administrators, assigns, successors and assigns, and heirs to the benefit of Bank and its successors and assigns. The assistant of any officer or department manager of Bank having 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 who and is hereby authorized to rely thereon.

Witness my hand and seal this 11th day of March, 1976, at Greenville, South Carolina.
Witness my hand and seal this 11th day of March, 1976, at Greenville, South Carolina.

Technically appeared before me... and after being fully sworn, says that he sees the within named... and that he believes the within written instrument to be that of the said... and that he believes the within written instrument to be that of the said... witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of March, 1976, at Greenville, South Carolina.

11-33 REC'D MAR 28 1976 at 11:00 P.M.

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