

CORNER'S TRUST COMPANY
FILED

REAL PROPERTY AGREEMENT

Vol 1102-439

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 that piece, parcel or lot of land lying in the State of South Carolina, County of Greenville, City of Greenville, shown as Lot 145 and the one-half of Lot 144 on plat of Pleasant Valley, recorded in Plat Book P at page 93 and having the following courses and distances:

Beginning at an iron pin on the south side of Pleasant Ridge Avenue, joint front corner of Lots 145 and 146 and running thence with the joint line of Lot said lots, S. 0-08 E. 160 to an iron pin in the line of Lot 152: thence with the rear line of Lots 152 and 153, S. 89-52 W. 90 feet to an iron pin in the center of the rear line of Lot 144: thence through the center of Lot 144, N 0-03 W. 160 feet to an iron pin on the south side of Pleasant Ridge Avenue: thence with the south side of Pleasant Ridge Avenue, N. 89-52 E. 90 feet to the point of beginning.

Being the same property conveyed by Charles D. Saxon by deed recorded September 7, 1976 in Deed Book 1042 at page 507

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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.

REC'D
MAY 14 79
1000

Witness Susan F. Powell x Ben O. Drummond

Witness Dale McNeil x Annie Mae Drummond

Dated at: Greenville S.C. 4-19-79
Date

State of South Carolina

County of Greenville

Personally appeared before me Susan F. Powell who, after being duly sworn, says that she saw the within named Ben O. Drummond and Annie Mae Drummond sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dale McNeil witnesses the execution thereof.

Subscribed and sworn to before me
this 19th day of April, 1979
Susan F. Powell (Witness sign here)

Sara P. Robinson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED MAY 14 1979 33163
at 3:00 P.M.

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