

REAL PROPERTY AGREEMENT

7:510 AM 7 1979 1979 2 5 4 5 PM
I, the undersigned, do hereby agree 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. Heroby 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 lot of land, with all improvements thereon situate lying and being in the State of South Carolina, County of Greenville, being shown as Lot. 28 of Club View Heights, plat of which is recorded in Plat Book GG at Page 145 and according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Traynham Boulevard at joint front corner of lot 27 and 28, and running thence with the line of said lots, N. 62-52 E. 169.3 feet, thence N. 35-54 W. 126.3 feet to an iron pin on Bald Rock Drive; thence with Bald Rock Drive, S. 62-52 W. 125 feet curve at the intersection of Bald Rock Drive with Traynham Boulevard; thence with curve, the chord of which is S. 17-52 W. 35.4 feet to a point on Traynham Boulevard; thence with Traynham Boulevard, S. 27-08 E. 100 feet to the point of beginning.

This conveyance is made subject to any restrictions, rights-of-way or easements that may appear of record on the recorded plat(s) or on the premises.

This being the same property conveyed to the Grantor by deed recorded in the RMC Office for Greenville County, S.C. in Deed Book 890, Page 134.

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

6. 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 place 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, legtees, 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: R. Bruce White x Betty T. Mullinax
Witness: Kathryn R. Egan x

Witnessed at: Bank of Travelers Rest Sept. 5, 1979 Date

State of South Carolina
County of Greenville

Personally appeared before me R. Bruce White who, after being duly sworn, says that he has the within named Betty T. Mullinax (Borrower) sign, seal, and as that

sent and does deliver the within written instrument of writing, and that deponent with Kathryn R. Egan (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of September, 1979 R. Bruce White (Witness sign here)

Kate D. White
Notary Public, State of South Carolina
My Commission Expires At the will of the Governor
Exp. 7/3, 1980

RECORDED SEP 6 1979 at 12:00 P.M.

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