



REAL PROPERTY AGREEMENT

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BOOK 1117 PAGE 405

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

- 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
- 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
- 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 of property lot or land in the city of Mauldin, County of Greenville State of S. C. lying on the northeastern side of Stony Creek Drive, Lot # 87 on plat of Forrester Woods Subdivision Sect. 7, recorded in REC Office for the County of Greenville in Plat Book 5-P at pages 21 and 22 and having the following metes and bounds:

Beginning at an iron pin on the northeastern side of Stony Creek Drive, joint front corner of lots 86 and 87 and running thence S.72-16 E. 150 feet to an iron pin, joint rear corner of said lots, running thence along the rear of lot 87, S.17-48W. 100 feet to an iron pin, joint rear corner of lots 86 and 87, running thence N.72-19W 150 feet to an iron pin, joint front corner of said lots, on the northeastern side of Stony Creek Drive, running thence with the northeastern side of Stony Creek drive, N.17-48E. 100 feet to the point of beginning

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 Lavern Goldsmith x Robert D. Pettus

Witness Patsy Turner x Marilyn H. Pettus

Dated at: Greenville, S. C. Nov. 18, 1979

State of South Carolina
County of Greenville

Personally appeared before me Lavern Goldsmith who, after being duly sworn, says that he saw the within named Robert D. and Marilyn H. Pettus sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patsy Turner witnesses the execution thereof.

Subscribed and sworn to before me this 18 day of Nov., 1979 Lavern Goldsmith (Witness sign here)

Margaret W. Logg
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED DEC 14 1979
60-025 at 1:30 P.M.

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