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Doris S. Tankersley

REAL PROPERTY AGREEMENT Book 1138 Page 699

in consideration of 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, or to become 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, situate lying and being in the County of Greenville, State of South Carolina, on the Northern side of Garraux Street, being known and designated as Lot J on a plat of North Hills, recorded in Plat Book H at Page 90, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Garraux Street at the corner of Lot I, and running thence with the line of that lot N. 19-30 E. 147.8 feet to an iron pin on a ten foot alley; thence with said alley S. 66-02 E. 44.4 feet to an iron pin; thence with a ten foot alley and the line of Lot No. 29A, S. 17-00 W. 148 feet to an iron pin on Garraux Street; thence with said street, N. 66-02 W. 50 feet to the beginning corner.

This property being the same property conveyed to the mortgagors by deed of Richard C. Rountree of even to be recorded herewith.

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 Dula W. Castor x Mark W. Devon

Witness Sybil Bunch x Jo B. Devon

Dated at: Greenville, South Carolina Nov. 19, 1980
Date

State of South Carolina
County of Greenville

Personally appeared before me EULA W. CASTOR who, after being duly sworn, says that he saw the within named Mark W. Devon and Jo B. Devon sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sybil Bunch witnesses the execution thereof.

Subscribed and sworn to before me this 19th day of November, 1980
Dula W. Castor (Witness sign here)

Carroll Maraska
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

GPC IL-36 Expires: 11-21-84
RECORDED DEC 8 1980 at 12:15 P.M.

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