



REAL PROPERTY AGREEMENT

1159-50

In consideration of the loans 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

To pay, if they 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 however 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 on the western side of Tubbs Mountain Road, Bates Township, County of Greenville, State of South Carolina, being shown and designated as Lot No. 52 on plat of Love Estates, prepared by R. J. Riddle, Surveyor, dated April 1938, recorded in Plat Book I at Pages 111 and 112 and being described, according to said plat, more particularly, to-wit:

BEGINNING at an iron pin on the western side of Tubbs Mountain Road at the joint front corner of Lots 52 and 53 and running thence along the common line of said lots N. 88 W. 237.5 feet to the joint rear corner of said lots; thence S. 2-00 E. 100 feet to an iron pin at the joint rear corner of Lots 51 and 52; thence along the common line of said lots S. 88-00 E. 224 feet to an iron pin on the western side of Tubbs Mountain Road at the joint front corner of said lots; thence along said road N. 3-21 E. 100 feet to an iron pin, the point of beginning.

Derivation: Deed of R. J. Nix recorded 22nd day of July, 1977 in Deed Book 1061 at Page 265

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 R. Bruce White x Helen Frances Ballew
Witness Jan Mason x Daniel Ballew

Dated at: Travelers Rest Dec. 11, 1981

D&c

State of South Carolina

County of Greenville

Personally appeared before me R. Bruce White who, after being duly sworn, says that he saw the within named Daniel Ballew and Helen Frances Ballew sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jan Mason witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of December, 1981

Notary Public, State of South Carolina My Commission Expires February 6, 1991

R. Bruce White (Witness sign here)

RECORDED DEC 15 1981 at 10:00 A.M.

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