

FILED
MAY 24 1982
RMS

REAL PROPERTY AGREEMENT

VOL 1167 PAGE 379

in connection with such 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, 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:

and being known and designated as Lot No. 61 of Sunny Slopes Subdivision, Section One, and according to a plat prepared of said property, prepared by C. O. Riddle, Surveyor, February 8, 1971, and recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book 4R, at Page 3, having the following courses and distances, to-wit;

BEGINNING at a point on the edge of Barclay Drive, joint front corner of Lots 61 and 62 and running thence with the common line of said lots, S. 36-42 E. 150 feet to a point; thence, N. 53-18 E. 80 feet to a point; thence, N. 36-42 W. 150 feet to a point on the edge of Barclay Drive, thence, running with said road, S. 53-18 W. 80 feet to a point on the edge of said road, the point of beginning.

The within property is conveyed subject to all easements, rights-of-way, protective covenants, subdivision restrictions, and zoning ordinances of record.

The within property is a portion of the property conveyed to the Grantor by that certain deed recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 972, at Page 617.

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 Betty D. Stubblefield x Albert D. Allen
Witness Jan Mason x Fannie B. Allen

Dated at: Travelers Rest May 7, 1982
Date

State of South Carolina

County of Greenville

Personally appeared before me Betty Stubblefield who, after being duly sworn, says that he saw the within named Albert D. Allen and Fannie B. Allen 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, (Witness)

Subscribed and sworn to before me
this 7th day of May, 19 82
Kathy E. Eshen (Witness sign here)
Betty Stubblefield

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

RECORDED MAY 24 1982 at 10:45 A.M.

28066

0379

4328