

GREENVILLE CO. S.C.
SEP 3 11 04 AM '82

VOL 1173 PAGE 339

REAL PROPERTY AGREEMENT

In consideration of the 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, 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: All that piece, parcel or lot

of land situate, lying and being on the Southern side of Roper Mountain Road, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 29 as shown on a plat of Sheet No. 1 of Huntington Subdivision, prepared by Piedmont Engineers & Architects, dated May 4, 1968, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book WWW at page 23 and having, according to said plat, the following metes and bounds: BEGINNING at an iron pin on the Southern side of Roper Mountain Road at the joint front corner of Lots Nos. 29 and 30 and running thence with the line of Lots Nos. 30 and 30AS. 10-37 B. 409.4 feet to an iron pin; thence with the rear line of Lot No. 26N 72-01 B. 188.3 feet to an iron pin at the joint rear corner of Lots Nos. 28 and 29; thence with the line of Lot 28N 3-57W 360 feet to an iron pin on the Southern side of Roper Mountain Road; thence with the Southern side of Roper Mountain Road S 86-25W 230 feet to the point of beginning. The premises hereinabove described are conveyed subject to certain restrictions and protective covenants recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 740 at page 269 and in Deed Book 815 at page 313 and subject to all roadways, easements and rights of way, if any, affecting the above described property. This is a portion of the property conveyed to H.C. Harper and Hugh B. Croxton by deed of W.R. Chappell and Lucille J. Chappell, dated February 24, 1953 in R.M.C. Office of Greenville County, South Carolina in Deed Book 473.

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 Boyer Benjamin X Marian B. Udriek

Witness Bill Bosch X

Dated at: Greenville, SC 9-25-82
Date

State of South Carolina
County of Greenville

Personally appeared before me Boyer Benjamin who, after being duly sworn, says that he saw the within named Marian B. Udriek sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Bill Bosch witnesses the execution thereof.

Subscribed and sworn to before me
this 25 day of Aug, 1982 X Boyer Benjamin (Witness sign here)

August H. Haunser
Notary Public, State of South Carolina
My Commission expires at the next session of the Governor

60-025 RECORDED SEP 3 1982 at 11:04 A.M.

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