



REAL PROPERTY AGREEMENT VOL. 1180 PAGE 509

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

- 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 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 certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being in the City of Greenville, in the County of Greenville, State of South Carolina, and being known and designated as Lot #2 on Plat of Isbell Heights which plat is recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX at page 167, and having, according to said plat, the following meets and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Isbell Lane, joint front corner of Lots 2 and 3; and running thence N. 79-06E 274.3 feet to an iron pin; thence N. 37-23 W. 212 feet to an iron pin, joint rear corner of Lots 1 and 2; thence S. 59-09 W. 209.5 feet to an iron pin on Isbell Lane, joint front corner of Lots 1 and 2; thence along Isbell Lane S. 23-53E. 60 feet to a point; thence continuing along Isbell Lane S. 14-00 E. 60 feet to an iron pin, the point of beginning.

This is the same property described in deed recorded in the R. M. C. Office for Greenville County in Deed Volume 797 at page 3.

Grantee to pay 1967 taxes.

This conveyance is made subject to any restrictions, rights-of-way, or easements that may appear of record on the recorded plat on which the premises are shown to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and however 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 Bell Dorsch x Violet J. Clayton
Witness Carolyn Whitted x

Dated at: Greenville 12/30/82

State of South Carolina
County of Greenville

Personally appeared before me Bell Dorsch who, after being duly sworn, says that he saw the within named Violet J. Clayton sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Carolyn Whitted witnesses the execution thereof.

Subscribed and sworn to before me the 30th day of Dec. 1982 Bell Dorsch (witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
GPC IL-56 1/22/91

RECORDED JAN 7 1983 at 11:15 A.M.

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