

FILED
NOV 11 1983
 DEPT. OF REVENUE
 GREENVILLE, S.C.

0130-32-000-95605
REAL PROPERTY AGREEMENT Vol. 1635 PAGE 91

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 is 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 herein, 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 whatsoever 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 unit, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Unit No. 4-B of Pebble Lake Townhouses Horizontal Property Regime as is more fully described in Master Deed dated May 6, 1980 and recorded in the RMC Office for Greenville County, S.C. in Deed Book 1125 at pages 364 through 438, inclusive, and survey and plot plan recorded in the RMC office for Greenville County in Plat Book 7-Y, page 15, as amended by First amendment to Pebble Lake Townhouses Horizontal Property Regime dated September 16, 1980 being recorded in the RMC Office for Greenville County in Deed Book 1135, page 73 and by final survey of said condominium being recorded in the RMC Office for Greenville County in Plat Book 8-1, at page 13.

This being a portion of the same property conveyed to the Grantor by deed of Pebblepart, Ltd., a South Carolina Limited Partnership, dated May 6, 1980, and recorded May 7, 1980 in the RMC Office for Greenville County in Deed Book 1125, at page 288.

This conveyance is made subject to all restrictions and easements as set out in the Master Deed, exhibits and appendices attached thereto; recorded plats or as may appear on the premises.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and whatsoever 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 issue to the benefit of Bank and its successors and assigns. The affidavit of an 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: Boye Benjamin James G. Tzuovelekas
Hope Tzuovelekas

Witness: Vicki I. Anderson Hope Tzuovelekas
Irene S. Tzuovelekas

Dated at: Greenville 6-24-83 Date

State of South Carolina
 County of Greenville

Personally appeared before me Boye Benjamin who, after being duly sworn, says that he saw the within named James G. Tzuovelekas and Irene S. Tzuovelekas & Hope sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Vicki I. Anderson witnesses the execution thereof.

Subscribed and sworn to before me
 this 24 day of June, 1983
Boye Benjamin (Witness sign here)
 Notary Public, State of South Carolina 7-993
 My Commission expires at the will of the Governor
 GPC 11-36

RECORDED NOV 11 1983 at 11:00 A. M.

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