



REAL PROPERTY AGREEMENT

VOL 1846 PAGE 802

16 consideration of 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

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:

In Saluda Township, containing 3.5 acres, more or less, and being designated as a 3.16 acre tract, more or less, on plat of property of B. C. Poole, recorded in the RMC Office for Greenville County in Plat Book FF, at page 437, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on U. S. Highway No. 25 at the corner of property of B. C. Poole, which property is located 800 feet N. 52-30 W. from Burton Branch and property of J. C. Martin and running thence along said Highway, S. 52-30 W. 350 feet to an iron pin; thence N. 37-30 W. 768 feet, more or less, to an iron pin; thence S. 63-E 875 feet, more or less, to the point of beginning, being triangular in shape.

This conveyance is subject to all restrictions, zoning ordinances, set-back lines, roads or passageways, easements and rights-of-way, if any, affecting the above described property.

Derivation: Harriett S. Baker, Deed Book 986, Page 546, recorded October 22, 1973.

At the opinion of the Mortgagee, the indebtedness secured hereby shall become due and payable if the mortgagor shall convey the mortgaged premises or if the title thereto shall become vested in any other person or party for any other reason whatsoever.

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 Eddie Fewell x Milton V. Thomas
Witness Debbie C. Millwood x Maxine Thomas

Dated at: Travelers Rest, January 30, 1984

State of South Carolina

County of Greenville

Personally appeared before me Debbie C. Millwood who, after being duly sworn, says that he saw the within named Milton V. Thomas and Maxine Thomas sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Edward M. Fewell witnesses the execution thereof,

Subscribed and sworn to before me this 30th day of January, 1984

Debbie C. Millwood (Witness sign here)

Eddie Fewell Notary Public, State of South Carolina My Commission expires June 19, 1989

RECORDED FEB 2 1984 at 9:45 A.M. 22861 400 3 1A01

