

15 DAY OF Nov. 1971

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 2:30 O'CLOCK P. M. NO. 13769

1.25 FEB 7 1967

18856

REAL PROPERTY AGREEMENT

BOOK 813 PAGE 372

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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. Herby 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 certain piece, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the intersection of Vanderbilt Circle and Holmes Drive, in White Oaks Subdivision, being known and designated as Lot No. 90 of said subdivision, and being described according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "P" at page 97, and according to a more recent plat prepared by Piedmont Engineering Service, dated January 24, 1951, and entitled "Property of Charles Thomas Propes, Greenville, S. C." and having according to said plats, the following metes and bounds, courses and distances, to wit:

BEGINNING at an iron pin at the Southwestern corner of the intersection of Banderbilt Circle and Holmes Drive, and running thence along the Western side of Holmes Drive S. 4-56 E. 137.6 feet to an iron pin, the joint corner of Lots Nos. 90 and 91; thence along the common line of said lots S. 85-04 W. 100.0 feet to an iron pin, the joint corner of Lots Nos. 89, 90 and 91; thence along the common line of Lots Nos. 89 and 90, N 13-43 W. 115.3 feet to an iron pin on the Southern side of Vanderbilt Circle; thence along the Southern side of Vanderbilt Circle N. 73-31 E. 120.0 feet to an iron pin, the beginning corner.

The above described property is the identical property conveyed to the grantor herein by deed of W. N. Brown and Anne B. Warren dated May 3, 1950, and recorded in the R.M.C. Office for Greenville County in Deeds Vol. 410 at page 317. Described on County Block Book Page W02 Block 1, Lot 59.

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 Manson P. Alley x + Charles T. Propes
Witness Judith D. Jones x + Dorothy E. Propes
Dated at: Anderson, S.C. Jan 27, 1967

State of South Carolina
County of Anderson

Personally appeared before me Manson P. Alley who, after being duly sworn, says that he saw the within named Charles T. Propes and Dorothy E. Propes sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judith D. Jones witnesses the execution thereof.

Subscribed and sworn to before me this 27 day of Jan, 1967 Manson P. Alley (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded February 7th., 1967 At 9:30 A.M. # 18856