APR 3 0 1979

TANKERSLEY

## REAL PROPERTY AGREEMENT

716 consideration of Such looks and indebtedness as shall be made by or become due to the Bank of Travelers Restantion of Christian Carrelance of the understand of the understand of the understand of the understand, whichever first occurs, the understand, jointly and until all of such loans and interestant of the understand, whichever first occurs, the understand, 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 Carolica, described as follows:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville State of South Carolina on the northern side of Loraine Drive and being known and designated as Lot No. 21 of Meadowbrook Farms Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "PP", at page 113 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at iron pin on the northern side of Loraine Drive, joint front corner of Lots Nos. 21 and 22 and running thence with the commom line of said lots due north 190.4 feet to an iron pin, thence across the rear line of lots No. 21S. 87-0E. 90 feet to an iron pin, joint rear corner of Lots Nos. 20 and 21, thence with the commom line of said lots S. 4-30 E. 167 feet to an iron pin on the northern side of Loraine Drive; thence with the northern side of Loraine Drive S. 71-10 W. 26.5 feet to an iron pin; thence continuing with the northern side of Loraine Drive S. 82-05 W. 78.5 feet to an iron pin, the point of beginning.

The above is the same property conveyed to the grantor by deed dated May 6, 1961 and recording in the R.M.C. Office for Greenville County in Deed Book 673, at Page 232.

This conveyance is made subject to restrictions, easements and rights-of -ways appearing on record in the R.M.C. Office for Greenville County.

Grantee to pay 1967 taxes and direct all lesses, escrow holders and others to pay to Bank, all rent and all other scales and hereby irrevocably applying 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 mane, 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 sims; but agrees that Bank shall have no obligation so to do, or to perform or discharge any colligation, duty or liability of the undersigned in connection therewith.

- 4. That if default he 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 than 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 wold and of no effect, and putil then it shall apply to and bind the undersigned, their beirs, 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 assigns any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this sargement, and any person may and is hereby authorized to rely thereon.

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· VICON Bitty M. Role x	
Deted at: Bank of Travelers Rest	April 20, 1979
State of South Carolina	
Ocomety of Greenville	
Personally appeared before me Kathryn R. Eskew (Vitcess)	who, after being duly sworn, says that he say
nebe within named Raymond L. Coster (Borrovere	
act and deed deliver the within written instrument of writing, and	that dependent with Betty Poole (Witness)
witnesses the execution thereof.	
Subscribed and sworm to before me	to the second second
this 20th also of Cook 1919	(Witness sign kere)
. Notary Police, State of Spoth Carolina  Ny Commission expires at the will of the Governor	• •
CPC 11.36 4-12.49	

RECORDED APR 3 0 1979

at 1:00 P.M.

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1328 RV.2

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