

DONNIE S. TANKERSLEY
R.M.C.

FILED REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to **CITIZENS BANK AND TRUST COMPANY** (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 as follows:
7 8 9 10 11 12 1 2 3 4 5 6

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

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:

All that piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the state of South Carolina, County of Greenville, being known and designated as Lot No. 103 on a plat of Western Hills, recorded in the R. M. C. Office for Greenville County in Plat Book QQ at pages 98 and 99 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Alice Farr Drive, the joint front corner of Lots Nos. 103 and 104 and running thence S. 16-30E. 175.1 feet to an iron pin; thence S. 73-40W. 100 feet to an iron pin; thence N. 16-30W. 175 feet to an iron pin on the southern side of Alice Farr Drive; thence with said Drive, N. 73-30E. 100 feet to the point of beginning; being the same conveyed to us by R. O. Nichols by deed dated June 26, 1962, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 715 at Page 310.

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 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.

GCTO
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Witness Sylvia Smith x Robert G. Riles
Witness Betty Ruskton x Lorna B. Riles
Dated at: Greenville, S.C. 5-16-79
Date

State of South Carolina
County of Greenville

Personally appeared before me Sylvia Smith who, after being duly sworn, says that he saw the within named Robert G. & Lorna B. Riles sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty Ruskton witnesses the execution thereof. (Witness)

Subscribed and sworn to before me 79 Sylvia Smith (Witness sign here)
this 16 day of MAY 1979

Notary Public, State of South Carolina
My Commission expires: 3/6/84

RECORDED MAY 16 1979 33526
at 2:00 P.M.

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