

REAL PROPERTY AGREEMENT

BOOK 1145 PAGE 235
FILED 75 MAR 10 1979

In consideration of such 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 have been paid in full, or until thirty-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 hereafter for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

Witness: Patricia Hawkins

Paid in full and satisfied
on October 5, 1981

Witness: John L. Fater

J. David Nelson, Jr., V. Pres.

Route 2 Hunt Street Southern Bank & Trust,
Travelers Rest, S.C. 29590

Satisfaction: Judy Taylor

*Correct
Borrower's
Name*

OCT 26 1981

4621801

200

FILED
OCT 27 2 45 PM '81
R.H.C.
DONNIE S. TANKERSLEY
R.H.C.
OCT 26 4 21 PM '81
R.H.C.
DONNIE S. TANKERSLEY
R.H.C.

Deed: 1076/269

Mar. 31, 1978

10409

Plat Book AAA at pag 134
Lot # 58 Travelers Rest

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, or to any other monies whatsoever and whenever becoming due to the undersigned, or any of them, and hereafter 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 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 Patricia Hawkins x ✓ Sheila J. Peebles

Witness Robert D. Brown x

Dated at: Greenville, S.C. 3/24/81

12-1288

State of South Carolina APR 2 1981
County of Greenville

Personally appeared before me Robert D. Brown who, after being duly sworn, says that he saw

the within named Sheila J. Peebles (Witness) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Patricia Hawkins (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me this 24th day of March, 19 81 Robert D. Brown (Witness sign here)

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

GFC 11-RECORDED MAR 27 1981 at 2:45 P.M. 27067

1039

4328 RV-2