

DONNIE S. TANKERSLEY
R.M.C.
FILED
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67063

REAL PROPERTY AGREEMENT

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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 has 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 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 in the City of Greenville, County of Greenville, on the North side of Algonquin Trail, being known and designated as Lot No. 7 on a plat of Oeland-Simpson Lumber Co. by Webb Surveying and Mapping Co. dated March 14, 1965, recorded in the R.M.C. Office for Greenville County in Plat Book FFF at page 157, and, according to said plat, having the following metes and bounds, to-wit:

Beginning at an iron pin on the North side of Algonquin Trail, said iron pin being the joint front corner of Lots Nos. 6 and 7, and being 728 feet West of the Rocky Slope Road and running thence with said Algonquin Trail, s. 63-32 W. 85 feet to an iron pin; thence N. 26-28W. 178.5 feet to an iron pin; thence N. 64-30 E. 85.01 feet to an iron pin; thence S. 26-28 E. 176.9 feet to an iron pin, point of beginning

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; out agree 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 Eula W. Castor x David F. Williams, Jr. DFW

Witness Debbie Kitch x Peggy B. Williams PHW

Dated at: Greenville, S.C. 8/20/79 Date

State of South Carolina
County of Greenville

Personally appeared before me Eula W. Castor (Witness) who, after being duly sworn, says that he saw the within named David F. Williams, Jr. and Peggy B. Williams (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Debbie Kitch (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 20th day of August, 1979 Eula W. Castor (Witness sign here)

Carol A. Stovall 11-21-84 RECORDED AUG 30 1979 at 2:00 P.M.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor