

RECORDED AND CANCELLED OF RECORD
1974 DAY OF May 1984
Morgan Tankersley
M. G. FOR GREENVILLE COUNTY, S. C.
302
M. NO. 36285

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 85 PAGE 289

15817 X X X 23

REAL PROPERTY AGREEMENT

BOOK 833 PAGE 644

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 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. 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:

Jack R. Morgan and Mary B. Morgan, Their Heirs and Assigns Forever,

All that piece, parcel, or lot of land situate, lying and being in the City of Grn'vl, Greenville County, South Carolina, known and designated as Lot 29 on a plat of University Circlein Plat Book Y at page 111, and having according to a plat of "Property of Jack R. and Mary B. Morgan" dated April 2, 1962, prepared by C.O. Riddle, Reg. L.S., the following metes and bounds:

BEGINNING at an iron pin on the Northeastern side of Blythwood Drive 461.5 feet Southeastward from the Intersection of Campbell Street and Blythwood Drive and Running thence N. 58-17 E. 114.1 feet to an iron pin; thence S. 31-48 E. 72.4 feet to an iron pin; thence S. 57-03 W. 117.6 feet to an iron pin; thence along the Northeastern edge of Blythwood Drive N. 29-21 W. 75 feet to an iron pin, the point of Beginning.

This is the same lot of land conveyed by Greene Franklin Tucker, Jr. to Earl A. McDowell by Deed dated February 3, 1956, and recorded in the RMC Office for Greenville County, South Carolina, in deed book 544 at page 413.

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 F. W. Wenck x Jack R. Morgan
 Witness Elizabeth H. Vaughan x Mary Lois Morgan

Dated at: Greenville, South Carolina December 5, 1967

State of South Carolina

County of Greenville

Personally appeared before me Elizabeth Vaughan

who, after being duly sworn, says that he saw

the within named Jack R. Morgan and Mary Lois Morgan

sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with F. W. Wenck

(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 5 day of Dec. 19 67

Elizabeth H. Vaughan
(Witness sign here)

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

GPC IL12 58-14-77 Recorded December 5, 1967 At 10:58 A.M. # 15817