

OCT 15 1974  
DOMINIC S. TANKERSLEY  
R.M.C.

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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, fees 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: On the East side of the Groce Meadow Road, near Millford Church, in Oneal Township, containing Four (4) acres, more or less, and having the following courses and distances, to-wit: Beginning at a Nail in the Groce Meadow Road and which Nail is 358.9 feet in a Northernly direction from a Nail in center of the Millford Road, and running thence from the first above mentioned Nail N.78-45 E.546 feet to an Iron Pin, thence N.11-15 W.334 feet to an Iron Pin, thence S.78-45 W.546 feet to a Nail in the Groce Meadow Road (Iron Pin back on line at 27 feet), thence with the Groce Meadow Road S.11-15 E.334 feet to the beginning point. This being the same property which was conveyed to mortgagors herein by Betty G. Cooper by deed which has been recorded in the R.M.C. office for said County in Deed Book 810, page 655. For a more particular description see plat prepared for Betty G. Cooper by H.S. Brockman, Reg. Surveyor, dated Nov. 23, 1966 and which plat has been recorded in the said office in Plat Book GGG, page 497.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whosoever 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: Peggy Cooper x Mary L. Warlick

Witness: Judy Schoder x Mary L. Warlick

Dated at: Greenville, SC 1974  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Peggy Cooper who, after being duly sworn, says that he saw the within named Mary L. Warlick (Borrower) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy Schoder (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 9 day of Oct, 1974  
Patricia S. Brown (Witness sign here)

Notary Public, State of South Carolina  
My Commission Expires \_\_\_\_\_

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