

JUN 13 1977

REAL PROPERTY AGREEMENT

VOL 1058 PAGE 373

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:

All that certain piece, parcel or lot of land situate, lying and being on the Northern side of Blossom Drive near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot # 16 as shown on a plat of Kennedy Park, prepared by Piedmont Engineers & Architects, dated September 28, 1964, revised July 19, 1965, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book JJJ at page 44 and having according to said plat the following metes and bounds: Beginning at an iron pin on the Northern side of Blossom Drive at the joint front corner of Lot Nos. 15 and 16, and running thence with the line of Lot No. 15 N. 2-42 E 133 feet to an iron pin; thence S. 87-18 E 75 feet to an iron pin at the joint rear corner of Lots Nos. 16 and 17; thence with the line of Lot No. 17 S. 2-42 W 133 feet to an iron pin on the Northern side of Blossom Drive; thence with the Northern side of Blossom Drive N. 87-18 W. 75 feet to the point of beginning.

This is a portion of the property conveyed to the grantor herein by deed of Henry C. Harding, dated August 1, 1964, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 755 at page 244

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 Dale Mc Nair x William J. Browlee
Witness Linda Rosenthal x Laura Browlee

Dated at: Greenville, South Carolina May 27, 1977

State of South Carolina

County of Greenville

Personally appeared before me Dale Mc Nair who, after being duly sworn, says that he saw the within named William J. Browlee and Laura Browlee sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda Rosenthal witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of May, 1977 Dale Mc Nair (Witness sign here)

Sara P. Robinson Notary Public, State of South Carolina

My Commission expires at the will of the Governor. My Commission Expires March 1, 1983

Recorded June 13, 1977 at 12:00 P/M

31822

0373
4328 RV-2