

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (hereinafter referred to as Bank) to or from the undersigned, jointly or severally, and until all such loans and indebtedness have been paid in full, or until twenty years following the death of the last survivor of the undersigned, the undersigned, jointly and severally, do hereby agree:

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind on the real property described below; and
- 2. Without the prior written consent of Bank, to refrain from creating, permitting and then thereafter maintaining (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 in the State of South Carolina, County of Greenville, in Bates Township, being known and designated as Lot No. 35 of the Ray E. McAlister subdivision, and having, according to a survey made by Pickell & Pickell, Engineers, revised January 1, 1952, and recorded in Plat Book EE, at pages 92-93, in the R.M.C. Office for the County of Greenville, the following metes and bounds, to wit: BEGINNING at an iron pin on the North side of Hilltop Drive at the joint front corner of Lots Nos. 35 and 36, and running thence with the common line of said two lots North 47-59 East 80 feet to an iron pin; thence North 17-33 East 118 feet to iron pin in branch, rear corner of said two lots, thence South 51-16 East 152.9 feet to iron pin, joint rear corner of Lots Nos. 35 and 34, thence with the common line of the last two mentioned lots South 44-12 West 200 feet to an iron pin on Hilltop Drive, joint front corners of Lots Nos. 35 and 34, thence with Hilltop Drive, North 45-48 West 100 feet to the point of BEGINNING; and being the identical property conveyed to Joseph Edward Whelan, Jr. and Margaret P. Whelan, by deed of Marjorie B. Alexander dated March 19, 1969, and recorded April 1, 1969, in Book of Deeds 865, at page 161, in the RMC Office for Greenville County, South Carolina."

MONNIE S. TANKERSLEY  
R.M.C.  
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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 Penny D. Hester x Jeff Brian Braziel  
Witness Kathy D. Whitson x Patricia Braziel

Dated at: Travelers Rest September 11, 1979

State of South Carolina  
County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that he saw the within named Jeff Brian Braziel and Patricia Braziel sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Penny Hester witnesses the execution thereof.

Subscribed and sworn to before me  
this 11th day of September, 1979  
Stephen A. Long  
Notary Public, State of South Carolina  
My Commission expires My Commission Expires Dec. 28, 1983  
RECORDED SEP 14 1979 at 2:00 P.M. 8983

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