

FILED  
 NOV 10 1980  
 DEEDS SECTION  
 GREENVILLE, S.C.

REAL PROPERTY AGREEMENT

72363 #27  
 BOOK 1137 PAGE 78

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

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:

BEGINNING at an iron pin on the North side of Roberta Drive at joint front corner of Lots 11 and 12 and runs thence along the line of Lot 11, N. 10-31 E., 331.2 feet to an iron pin; thence S. 85-29 E., 100-55 feet to an iron pin; thence with the line of Lot 13, S. 10-31 W., 341.7 feet to an iron pin on the north side of Roberta Drive; thence along Roberta Drive N. 79-29 W., 100 Feet to the beginning corner.

Grantee assume and agree to pay that mortgage given by Roberta T. Perdue and Phyllis M. Perdue to The Prudential Insurance Company of North America on July 22, 1964 in the original amount of \$23,500.00 which was recorded in the RMC Office for Greenville County, S. C. in Mortgage Book 966, Page 111 on which there remains an unpaid balance of

This is the same property conveyed to us by deed of Edward J. Doyle, III recorded in the RMC Office for Greenville, County, S. C. in Deed Book 753, Page 474.

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.

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Witness Vicki I. Sizemore x Philip Cogen  
 Witness Christine Clark x Natalie Cogen

Deed at: Greenville 10-31-80 Date

State of South Carolina

County of Greenville

Personally appeared before me Vicki I. Sizemore who, after being duly sworn, says that he saw the within named Philip Cogen and Natalie Cogen sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Christine L. Clark witnesses the execution thereof.

Subscribed and sworn to before me this 31 day of October, 1980 Vicki I. Sizemore (Witness sign here)

Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor  
 GPC RECORD NOV 10 1980 at 2:00 P.M.

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