REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY in construction of such towns and indeptedness as shall be made by or become due to the couldness which have for the indeptedness 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 'test 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

, State of South Carolina, described as follows: <u>Greenville</u>

real estate located at 469 Congaree Road, Greenville, S.C. described in deed book 1120 presently occupied by William W. Brown, C.P.A. and Computer Haven.



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 coligation, 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
- 6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and as Bank, in its discretion, may elect. 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 Icontinuing force of this agreement and any person may and is hereby authorized to rely thereon.

own for Brown Properties State of South Carolina County of GREENUILLE who, after being duly sworn, says that he saw sign, seal, and as their the within named William W BROWN (BOTTOWETS) act and deed deliver the within written instrument of writing, and that deponent with SHARON witnesses the execution thereof. Subscribed and sworn to before a 2314 1-18-94 Recorded July 23,1984 at 11:01 A/M

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