

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

REAL PROPERTY AGREEMENT

BOOK 1008 PAGE 454

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, 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 in the State of South Carolina, County of Greenville, on Brentwood Drive (formerly Mitchell Avenue) in the City of Greenville and being designated as Lot 22, Section G on a plat being shown as a revision of a portion of Croftstone Acres as recorded in the R.M.C. Office of Greenville County in Plat Book Y at Page 91 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Brentwood Drive, joint front corner of Lots 21, and 22, Section G and running thence along the joint line of said lots, N. 40-30 W. 149 feet to an iron pin on the rear line of Lot 20; thence along the rear lines of Lots 20 and 19, Section G, N. 40-10 E. 138.9 feet to an iron pin, joint rear corner of Lots 19 and 17, Section G; thence along the rear lines of Lots 17 and 16, Section G, N. 88-40 E. 81.6 feet to an iron pin, joint rear corner of Lots 22 and 23, Section G; thence along the joint line of said lots, S. 6-28 W. 216.5 feet to an iron pin on Brentwood Drive; thence along said drive, following the curvature thereof, the chord of which is S. 85-0 W. 50 feet to the point of beginning; being the same conveyed to Mary Lou Sadler by deed dated July 13, 1961 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 678 at Page 85.

and hereby irrevocably authorize and direct their devisees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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 agree 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 Charles W. Tate  
 Witness Peggy J. Groce x Rachel J. Tate

Dated at: Greenville, S.C. 5/20/74  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Nancy V. Downing who, after being duly sworn, says that he saw the within named Charles W. Tate sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Peggy J. Groce witnesses the execution thereof.  
(Witness)  
(Borrowers)  
(Witness)

Subscribed and sworn to before me  
this 20 day of May, 1974  
Patricia A. Stovall  
Notary Public, State of South Carolina  
My Commission expires at the My Commission Expires  
(Witness sign here)

3-12-79

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