

APR 18 1975

DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1017 PAGE 24

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 in the County of Greenville just outside of the City of Greenville being lot # 15, Block G of the O. P. Mills property as a house on plat recorded in Plat Book F at Page 171, more particularly described as follows to wit:

Beginning at an iron pin on Mills Avenue at the corner of lot #13 and running thence with Mills Ave., thence S. 44-1/4 E 180 feet to an iron pin, thence N. 45-27 E. 59.4 feet to rear corner pf lot #13, thence with line of lot # 13 N. 44-33 W. 180 feet to the beginning

The building line to be adhered to is 35 feet from front property line.

The above lot is conveyed upon conditions that the 16 foot alley shown on said plat is to extend in the rear of lot # 15 in a westerly direction for a distance of 58 feet from the southwest corner of Lot # 13.

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 Ben Andrew x Grace Mungo
Witness Cathy Nason x

Dated at Greenville 4-15-75
Date

State of South Carolina

County of Greenville

Personally appeared before me Bess Andrews who, after being duly sworn, says that he saw the within named Grace L. Mungo sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cathy Nason witnesses the execution thereof.

Subscribed and sworn to before me this 17th day of April, 19 75
Ben Andrew (Witness sign here)

Francis D. Lawrence
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

11-23-80 RECORDED APR 18 '75 At 12:00 P.M. # 24178

4328 RV-2