

GREENVILLE CO. S. C.

VOL 1028 PAGE 827

DEC 16 4 10 PM '75

REAL PROPERTY AGREEMENT

RECORDING FEE PAID \$ 1.25

RONNIE S. TANKERSLEY

...loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (Bank) after 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, State of South Carolina, on the northeasterly side of Howell Circle, being known and designated as a Portion of Lot No. 2, on plat of Property of Rodgers Valley Heights, recorded in the RMC OFFICE for Greenville County, S. C., in Plat Book "GG", page 103, and having, according to more recent survey prepared by Carolina Surveying Co., Dated 24 April 1972, revised 3 May 1972 and 29 July 1972, entitled "Survey for Vaughn Equipment and Supply Co., Inc.", the following metes and bounds, to wit:

Beginning at an iron pin on the northeasterly side of Howell Circle, joint front corner of Lots Nos. 2 and 3, and running thence with the northeasterly side of said Circle, N. 20-55 W. 54.4 feet to a point thence continuing with said Circle N. 23-30- W. 93.7 feet to a point; thence N. 66-12 E. 148.8 feet to a point; thence S23-00 E 146.5 feet to a point; thence S. 65-35 W. 150 feet to the point of Beginning.

The within conveyance is subject to restrictions of record, and is also subject to utility easements and rights-of-way of record or on the ground, along with tap fees, set back lines, and zoning regulations, or an easement five (5) feet on either side of the center line of a service connection from the lot immediately northwest of the property herein conveyed to the sewer trunk.

Derivation: Deed Book 950, at page 539

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

[Signature]

X

Richard A. Rhame

Witness

[Signature]

X

Dated at: Greenville, South Carolina

December 15, 1975

State of South Carolina

County of Greenville

Personally appeared before me David B. Mann (Witness) who, after being duly sworn, says that he saw the within named Richard A. Rhame (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patty O. Aldebol (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 16 day of December, 1975

[Signature] Notary Public, State of South Carolina My Commission Expires 11/1/77

[Signature] (Witness sign here)

RECORDED DEC 16 1975 At 4:10 P.M.

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GPC IL12 My Commission Expires 11/1/77

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