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REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY

In consideration of such Bank 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 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 with the buildings and improvements thereon, lying and being on the southerly side of Buist Avenue, in the City of Greenville, S. C. and being known and designated as a portion of Lot No. 10, as shown on the plat of the property of L.O. Patterson, made by G.A. Schulze, dated April 10, 1925, and also being show as a portion of Lots No. 8 and 9 on plat of Buist Circle, as recorded in the RMC Office in Plat Book C, page 10, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Buist Avenue, the joint front corner of Lots No. 10 and 11, as shown on Schulze plat and running thence with the south side of Buist Avenue, N 80-15 W 60 feet to a stake, corner of Lots 9 and 10; thence with the joint line of said Lots S 9-45 W 100 feet to a stake; thence S 80-15 E 60 feet to a stake in Line of Lot No. 11; thence with the line of said Lot N 9-45 E 103 feet to the beginning corner.

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 signatures: David B. Mann, Nancy N. Osteen, Jerry L. Robertson

Dated at: April 16, 1976 Greenville, S. C. April 16, 1976 Date

State of South Carolina County of Greenville

Personally appeared before me David B. Mann who, after being duly sworn, says that he saw the within named Richard D. and Nancy N. Osteen sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jerry L. Robertson witnesses the execution thereof.

Subscribed and sworn to before me this 16 day of April, 1976 Charolla Reynolds Notary Public, State of South Carolina My Commission expires at the will of the Governor GPC IL12 9-9-81

Witness sign here

RECORDED APR 23 '76 At 10:37 A.M. 27277

Vertical stamp on the right edge of the page containing the number 4328 and other markings.