vol 1036 and 653

REAL PROPERTY AGREEMENT

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 howspever for or on account of that cartain real property situated in the County of

All that certain piece, parcel or lot of land with the buildings and improverments thereon, lying and being on the northeasterly side of Glenwaye Dr. near the City of Greenville, SC. being known and designated as lot \$168 on plat of Merrifield Park recorded in the R.M.C. Office for Greenville County, SC, in Plat Book 000 at pg. 177, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeasterly side of Glenwaye Dr., said pin being the joint front corner of lots 167&168, and running thence with the common line of said lots, N 37-20 E 283.4 ft to an iron pin, the joint rear corner of lots 167 & 168: thence S 69 35 W 250 ft. to an iron pin, the joint corner of lots 157,158 & 168: thence with the common line of lots 157 & 168 S 31-03 W85.4 ft. to an iron pin on the northeasterly side of Glenwaye Dr.: thence with the northeasterly side of Glenwayes Dr, S62-20 E 55.3 feet to an iron pin: thence continuing with said drive, S 55-40 E 69.7 feet to an iron pin, the point of beginning.

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 as Bank, in its discretion, may elect.
- 6. Upon payment of all indebtedness of the undersigned to Eank 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 Mily 4 fry x. John C. Decker	
vienges Care S. Willen x Patricia an Bicher	
Dated at Green C S.C. 1/30/76	
State of South Carolina County of Cream Co	
Personally appeared before the CHRISTOPHER K TURNER who, after being duly sworn, says that he seems the within named Toring R. of Miristopher RECKER sign, seal, and as the	5#¥
the within nazed Toriv R. T. MIRICIA RECREIZ sign, seal, and as the	11 1
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with TANE G. LAISON. (Witness)	
witnesses the execution thereof.	
Subscribed and sworn to before the	
Speeder W. Elinger (Vicess sign here) 0001	
Notary Public, State of South Carolina My Commission expires at the yelf of the Governor REGORDAN 121 20'76 At 11:00 A.M.	

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