

FILED
JUL 10 1978

REAL PROPERTY AGREEMENT Vol 1052 p 350

ALL DEBTS in consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (hereinafter referred to as Bank) from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until the term years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, shall be bound to do the following:

1. To pay, prior to maturity, principal, interest, and charges of every kind imposed or levied upon the real property described below;
2. Without the prior written consent of the Bank, to make no improvements, alterations, additions, or encumbrances (other than those presently existing) to said real property, or to lease, sell, or otherwise dispose 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 moneys now due and hereafter to be due to the undersigned, as rental, or otherwise, and to the extent of the amount of that certain real property situated in the County of Greenville State of South Carolina, described as follows:

Betty Sue Stubblefield, her heirs and assigns, forever:

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being on the Southeastern side of Paris View Avenue (sometimes referred to as Paris View Drive), near the Town of Travelers Rest, County of Greenville, State of South Carolina, being known and designated as Lot 22 on plat of Sunny Acres recorded in the RMC Office for Greenville County in Plat Book "BB", at pages 168 and 169, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Paris View Avenue at the joint front corner of Lots 21 and 22 and thence along the line of Lot 21 S. 29-30 E. 153.7 feet to an iron pin; thence N. 60-30 E. 75 feet to an iron pin; thence with the line of Lot 23N. 29-30 W. 154.7 to an iron pin on the Southeastern side of Paris View Avenue; thence along Paris View Avenue S. 59-50 W. 75 feet to the beginning corner

This is the same property conveyed to the Grantor herein by deed recorded in the RMC Office for Greenville County in Deed Book 924 at page 85.

This conveyance is SUBJECT to all restrictions, set back lines, roadways, easements, and right-of-way, if any, affecting the above described property.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other moneys 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 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 Kathy Whitson x Betty Stubblefield
Witness Cindy Batson x

Dated at: Greenville July 6, 1978
Date

State of South Carolina
County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that he saw the within named Betty Stubblefield sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Cindy Batson witnesses the execution thereof.

Subscribed and sworn to before me
this 6th day of July, 19 78
Kathy Whitson (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
My Commission Expires Dec. 29, 1983

RECORDED JUL 10 1978 at 2:00 P.M. 715

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