

JAN 26 1979

REAL PROPERTY AGREEMENT

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DONNIE S. JAMES

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") 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 of that lot of land in the County of Greenville, State of South Carolina in Chick Springs Township located on the Western side of State Park Road, referred to as S.C. Highway No. 253 and shown on plat entitled B.A. Griswold recorded in Plat Book KKK at page 71 and having, according to a more recent survey by R.K. Campbell for the Sellers herein, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of S.C. Highway No. 253 at the corner of property now or formerly of Ralph R. Knight and running thence S 77-15 W 210 feet to an iron pin; thence N 9-45 W 150.9 feet to the southern side of an unnamed county road; thence along said county road N 77 E 227.6 feet to the intersection of the county road and S.C. Highway 253; thence along said Highway S 2-20 E 149.9 feet to the beginning and being the same conveyed to us in Deed Book 780 at page 26.

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 Betty M. Poole x Ollis H. Rochester
 Ollis H. Rochester
 Witness Kathy Whitson x Vera J. Rochester
 Vera J. Rochester
 Dated at: Greenville, S.C. January 24, 1979
 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 Ollis H. Rochester, Vera J. Rochester sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty Poole witnesses the execution thereof.

Subscribed and sworn to before me this 24th day of January, 19 79
Kathy Whitson (Witness sign here)
 Kathy Whitson

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 My Commission Expires Dec. 28, 1933

RECORDED JAN 26 1979 at 10:30 A.M.

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