

GREENVILLE, S. C.

FEB 2 3 42 PM '79

REAL PROPERTY AGREEMENT

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DONNIE S. TANKERSLEY

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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 piece, parcel or lot of land with buildings thereon being near the City of Greenville and in Greenville County, known as 6339 White Horse Road. This property was conveyed to William E. Durham and Ethel Childers Durham on October 24, 1963 and recorded in R.M.C. Office of Greenville County in deed book 735, at page 561. The said William E. Durham deceased July 9, 1975 and by his last will and testament of record in The Probate Court of Greenville County in Apartment 1399, File 4, devised his interest in this property to Ethel Childers Durham.

Property has the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of white horse road, which is 110 feet, more or less of C. E. Lloyd, Jr. property and running thence S. 86-38 W. 294 feet to iron pin; thence S 23-00 W. 290.7 feet to iron pin; thence N 80-15 E. 441 feet to iron pin on western side of White Horse Road; N. 7-45 W. 120 feet to iron pin; thence continuing along the western side of White Horse Road N. 6-00 W. 90 feet to the beginning corner.

Property is subject to mortgage given to Southern Bank and Trust Company, Greenville, S. C. in the amount of \$32,423.40, dated October 17, 1977 and recorded in Vol. 1413 page 43 in R.M.C. Office of Greenville County.

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

Ethel Childers Durham

Witness

[Signature]

x

Dated at: Greenville, S. C.

January 29, 1979

State of South Carolina

County of Greenville

Personally appeared before me J. Earl Lewis

(Witness)

who, after being duly sworn, says that he saw

the within named Ethel Childers Durham

(Borrowers)

sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with R. P. MacRae

(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 29th day of January, 1979

[Signature]

Notary Public, State of South Carolina My Commission expires at the will of the Governor MY COMMISSION EXPIRES ON SEPT. 2, 1983

RECORDED FEB 2 1979

at 3:42 P.M.

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