

FILED
GREENVILLE CO. S. C.

REAL PROPERTY AGREEMENT VOL 1103 PAGE 38

MAY 22 10 37 AM '79
I, David B. Mann, hereby agree to pay all loans 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. I, 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 situate, lying and being on westerly side of Forest Lane in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 34 on plat of Meyers Park Subdivision, Section 2, prepared by C. O. Riddle, Surveyor, dated September, 1976, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book 5-P, Page 54, and revised plat dated November 10, 1976, recorded in the RMC Office for Greenville County in Plat Book 5-P, Page 57, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Forest Lane, at the joint front corner of Lots 34 and 35 and running thence along the line of Lot 35, S. 54-05 W., 169.15 feet to an iron pin at the joint rear corner of property herein described and property now or formerly of Sunset Hills; running thence along the line of property now or formerly of Sunset Hills, N. 49-00 W., 287.79 feet to a point on said line; thence N. 25-56 W., 19.8 feet; thence N. 25-56 W., 21.32 feet to an iron pin at the joint rear corner of Lots 33 and 34; thence along the line of Lot 34, S. 80-18 E., 332.31 feet to an iron pin on Forest Lane; thence along Forest Lane, S. 13-06 E., 62 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 whenssoever 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 John E. Johns, Jr. X Edward P. Holder, Jr.

Witness John E. Johns, Jr. X Wylene S. Holder
Greenville 5-14-79
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 Edward P. Holder, Jr. and Wylene S. Holder sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with John E. Johns, Jr. witnesses the execution thereof.

Subscribed and sworn to before me
this 22nd day of May, 1979
Mela M. Spivey
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
1-28-81

David B. Mann (Witness sign here)

60-025

GCTO -----3 MY22 79 537 1.25CI
RECORDED MAY 22 1979
at 10:37 A.M. 3:11:19

4328 RV-2

0038