

DONNIE S. TANKERSLEY  
R.M.C.  
FILED

REAL PROPERTY AGREEMENT VOL 1108 PAGE 942

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  
7, 8, 9, 10, 11, 12, 1, 2, 3, 4, 5, 6

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 hereover 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, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Bates Township, in the Town of Marietta, being known and designated as Lot # 10 of a subdivision of the property of William C. Brooks as shown on plat thereof prepared by J. C. Hill, L. S., March 5, 1962, recorded in the R. M. C. Office for Greenville County in Plat book NW, at Page 259, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Clearview Court which pin is 150 feet in the direction S. 50-30 W. from the north corner of the intersection of Clearview Court with Duff Road and running thence of the intersection of Clearview Court with Duff Road and running thence N. 23-50 W. 100 feet to an iron pin; thence along the line of the Duff Subdivision, S. 51-06 W. 166.6 feet to an iron pin at the rear corner of Lot #9; thence along the line of that lot, S. 47 E. 112.5 feet to an iron pin on the northern side of Clearview Court; thence along the northern side of Clear view Court, N. 43 E. 125 feet to the beginning Corner.

cont. on back

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and hereover 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 Judy M. Junkin x Thomas Q. Watkins  
Witness Toni D. Clark x Dorothy B. Watkins

Dated at: Marietta, South Carolina August 1, 1979  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Toni D. Clark who, after being duly sworn, says that he saw the within named Thomas Q. Watkins and Dorothy B. Watkins sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy McJunkin witnesses the execution thereof.

Subscribed and sworn to before me this 1st day of August, 1979  
Toni D. Clark (Witness sign here)

Notary Public, State of South Carolina  
My commission expires at the will of the Governor  
June 2, 1987

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