REAL PROPERTY AGREEMENT

vol.1110 468

Without the prior written consent of Bank, to refrein from creating or permitting any lies or other encumbrance (other than presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property deecribed below, or any interest therein

3. Hereby essign, 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 Conviction . State of South Carolina, described as follows:

All that certain piece, parcel or lot of land with the buildings and improvements thereon situate, lying and being in Chick Springs Township, County of Greenville, State of SOuth Carolina, near Fairview Baptist Church, being on the West side of Hillcrest Drive, and being Known and designted as Lot 5 on plat of property of Edwin Hale McCall, Jr. and Carol You McCall, made by Campbell and Clarkson Surveyors, Aug. 25,1976, and recorded in the RMC Office of Greenville County, South Carolina in Plat Book 5V, at Page 71, and having, according to said plat, the following metes and bounds, to-wit:

FIGURING at an iron pin on the West side of Hillcrest Drive, joint corner of Lots 4 and 5, which point is 920 feet, more or less, south of the intersention of Old Highway 29 and Hillcrest drive; thence along the line of Lot 4, N, 82-33 W, 398.84 feet to an iron pin; thence S. 04-43 E. 103.59 feet to an iron pin; thence along the line of Lot 6, S, 82-40 E. 378.24 feet to an iron pin on the West side of Hillcrest Drive; thence along Hillcrest Drive, M. 06-45 F. 100.5 feet to the beginning corner .

This being the same property conveyed to the grantor herein by deed of Roy B. Moon and Hazel S. Moon, dated June 27,1972, and recorded in the PMC Office of Greenville County, \$,C. and hereby irrevocably authorize and direct all lesses, 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 end to enforce payment, by suit or otherwise, of all said rents and sums; ...t agrees that Ban. shall have no obligation so to do, or t. 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, o. 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 indebted-moss they 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 Sank. 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 undersigne; their heirs, legates, devises, 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 constitute conclusive evidence of the validity, effectiveness and continuing forte of this agreement and any person may and is hereby authorized to rely thereon.

continuing iere of this agreement and any person may and is h	
Witness Dalarah T. Barton	& Edion All Call-
Vicas Steran P. Brighen	
Dated or: First Citizens Bank	1. 27 mg
Dated at: 1000 Company	Tug Date
OState of South Carolina	

country of D Comercia who, after being duly sworn, says that he saw Sign, spal, and as their 4 Caro (Borrowers) (OW mcCall

Sthis 27 day of Charge at 1975 Dolorah R	Radan
Motory Public, State of South Carolina at 10:00 2 M	(Witness sign here)
Motary Public, State of South Carolina at 10.00 A M	(Ac) Our

My Commission expires: 11 / 14 / 5 7

1202