

FILED
DEC 21 1979
COUNTY OF GREENVILLE

REAL PROPERTY AGREEMENT

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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 hosoever for or on account of that certain real property situated in the County of

State of South Carolina, described as follows:
All that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the northwestern side of Rochester Drive, in Greenville County, South Carolina, being shown and designated as Lot No. 155, on a plat of an Addition to COLEMAN HEIGHTS Subdivision, made by Piedmont Engineers & Architects, dated April 24, 1964, and recorded in the RMC Office for Greenville County in Plat Book RR at Page 161, and having, according to said plat, the following metes and bounds, to-wit: -376-S13.2-1-123

Beginning at an iron pin on the northwestern side of Rochester Drive at the joint front corner of Lots Nos. 154 and 155; and running thence N. 48-55 W. 120 feet to iron pin at the rear corner of Lot No. 153; thence S. 58-13 W. 136.1 feet to an iron pin; thence along the line of Lot No. 156, S. 48-55 E. 160 feet to an iron pin on the northwestern side of Rochester Drive; thence along the northwestern side of Rochester Drive, N. 41-05 E. 130 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

This is the same property as that conveyed to the Grantor herein by deed recorded in the RMC Office for Greenville County in Deed Book 1029 at Page 69.

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 hosoever 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 Tony D. Clark x John A. Dilla

Witness Judy M. McJunkin x Judy B. Dillard

Dated at: Marietta 12-19-79
Date

State of South Carolina
County of Greenville

Personally appeared before me Tony D. Clark who, after being duly sworn, says that he saw the within named John and Judy Dillard sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Judy B. McJunkin witnesses the execution thereof.
(Witness) (Borrowers) (Witness)

Subscribed and sworn to before me
this 19 day of December, 1979
Tony D. Clark
(Witness sign here)

Sharon W. Jones
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
June 2, 1987

RECORDED DEC 21 1979
at 12:00 P.M.

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