

FILED  
FEB 28 1980  
Donnie S. Tabersley  
R.M.C.

REAL PROPERTY AGREEMENT

BOOK 1121 PAGE 332

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 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 certain lot of land on the West side of Webster Street in the village of S. Slater & Sons, Inc., in Bates Township, Count and State aforesaid, being lot no. 9 of Block H as shown on a plat recorded in Book K at pages 63,64, and 65, in the R. M. C. Office for Greenville County, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West side of Webster Street at the joint corner of Lots 9 and 10 of Block H and thence running with the line of Lot no. 10, S. 82-41 W., 123.97 feet to an iron pin at the joint rear corner of Lots 13 and 14; thence with the rear line of Lot 14, S. 6-24 E., 70 feet to an iron pin at joint corner of Lots 8 and 9, 14 and 15; thence with the line of Lot 8, N. 82-41 E., 123.91 feet to an iron pin on the West side of Webster Street; thence with Webster Street, N. 7-19 W., 70 feet to the beginning corner.

The property described herein is all of the same conveyed to the grantor herein by deed of Glarette H. Cool and Joseph H. Cook, June 15, 1951, recorded in the R. M. C. Office for Greenville County in Book 436, page 364.

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 Judy McJunkin x Kathryn G. Stroud

Witness Elizabeth Drummond x

Dated at: MARIE HA, S.C. 2-22-80  
Date

State of South Carolina

County of Greenville

Personally appeared before me Judy McJunkin who, after being duly sworn, says that he saw the within named Kathryn G. Stroud sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth Drummond witnesses the execution thereof.

Subscribed and sworn to before me this 22 day of February, 1980  
Marie H. Stewart  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
June 2, 1987  
Judy McJunkin (Witness sign here)

RECORDED FEB 28 1980  
at 1:00 P.M.

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