



REAL PROPERTY AGREEMENT

71125/220

consideration of such 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, the undersigned, jointly and severally, promise and agree 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

Without the written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than that presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, of 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 with the buildings and improvements thereon lying and being on the southerly side of East Watburn Dr. near the city of Greenville S.C., and being known and designated as Lot No. 73 on plot of Seven Oaks, as recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book 4R, at page 6, and having according to said plat, the following metes & bounds, to-wit: Beginning at an iron pin on the southerly side of East Watburn Dr. said pin being the joint front corner of Lots 72 & 73 and running thence with the common line of said Lots S. 22-41 E. 158.9 ft. to an iron pin the joint rear corner of Lots 72 & 73; thence S. 71-33 W. 112.8 ft. to an iron pin in line of Lot No. 52; thence with line of Lot 52 N. 22-30 W. 20 ft. to an iron pin; thence N. 8-26 W. 131.8 ft. to an iron pin on the southerly side of East Watburn Dr.; thence with the southerly side of East Watburn Dr. N. 66-44 E. 80 ft. to an iron pin the point of beginning, 11-276-72.1-1-73 This being the same property conveyed to the grantors by deed of James E. Russell, Jr. and Beverly E. Russell as recorded in the R.M.C. Office for Greenville County in Deed Book 1058, at Page 106 on June 1, 1977,

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 Darla A. Sellers x Ronald J. Anderson  
Witness Skye Wells x Evelyn M. Anderson  
Dated at: Greenville, S.C. 8/1/80  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Darla A. Sellers who, after being duly sworn, says that he saw the within named Ronald J. Anderson + Evelyn M. Anderson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Skye Wells witnesses the execution thereof.

Subscribed and sworn to before me  
this 1<sup>st</sup> day of August, 1980 Darla A. Sellers  
(Witness sign here)

R. R. R. Sambury, Jr.  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
GPC REC-5128 AUG 11 1980 at 1:00 P.M.

3998

4328 RV-2