11763

REAL PROPERTY AGREEMENT

BCCK 1134 PASE 39

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST CUMPANY (hereinafter reformed 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 Eank, 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 pertain real property situated in the County of

Greenville , State of South Carolina, described as follows:

House and lot #6 on 7th, Greenville, S. C. Recorded in Greenville County Volume 1106 Page 535



and hereby irrevocably authorize and direct all lesses, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenseever 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 (3) Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebted-
- ness 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 Nicke 4	O. Sizinace x X	Brenda 13	Morgan
Vieness Chiata	L Clark x		*
Dated at: Greenville		9-2-80 Date	
State of South Carolina County of Greenville			
Personally appeared before me	Vicki I. Sizemore	who, aft	ter being duly sworn, says that he sa
the within named	Brenda G. Morgan (Borrovers)		sign, seal, and as thei
act and deed deliver the within writte	n instrument of writing, and that		(Witness)
Subscribed and sworn to before me			(Vitness 6)gn here)
Notary Public, State of South Carolina My Commission expires at the will of the	RECORDED SEP 2 3	1986 at 12:30	-
GPC 1L-36 3-/-83			

ı

THE RESIDENCE OF THE PROPERTY OF THE PROPERTY

4328 RV-2

- WAR STREET