

REAL PROPERTY AGREEMENT

77-1048
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In 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

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 piece, parcel or lot of land lying, being and situate in the County and State aforesaid, Fairview Township, containing one acre, more or less, with the following metes and bounds, to-wit: Beginning at a stake on the North side of the Jenkins Bridge Road, corner with other lands of the Grantor, and running thence with said road in a southwesterly direction 72 feet to a stake, corner on line of land of J.M. Curry; thence with the Curry line in a Northwesterly direction 8 1/2 feet to a stake, corner with lot bargained for by John Henderson from the Grantor, on the Curry line; thence with land bargained for by the said John Henderson in a northerly direction 23 1/2 feet to a stake; joint corner with the Henderson land on line of land of the Grantor; thence with the joint line of lands of the Grantor in an Easterly direction 16 1/2 feet to a stake, corner of line of other lands of the Grantor; thence with the line of other lands of the Grantor in a Southerly direction 280 feet to the point of beginning and bounded by the Jenkins Bridge Road, other lands of the Grantor, lands of J. M. Curry and lands bargained for by John Henderson.

BONNIE S. TANKERSLEY
R.M.C.
FILED
MAR 28 1975
AM 7:30 PM

created
Bonnie S. Tankersley
R.M.C.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all such taxes, assessments, dues and charges of every kind imposed or levied upon the real property described above, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said taxes and sums; but agrees that Bank shall have no obligation as 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 place as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be void become null and of no effect, and all then so shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and issue 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 my hand and seal this 15th day of July 1975

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FILED
JUL 15 1975
Greenville, S.C.

THE DEBT HEREBY SECURED IS PAID
IN FULL AND THE DEBT OF THIS INSTRUMENT IS SATISFIED THIS 13 DAY OF July 1982
SOUTHERN BANK AND TRUST CO.
BY [Signature]

RECORDED MAR 28 1975 at 11:00 A.M. 27811

REC 11-34 5-21-77