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REAL PROPERTY AGREEMENT BOOK 1152 PAGE 469

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 lears 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 certain piece, parcel or lot of land, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and located on the East side of Cleveland Street and being a portion of formerly Lots Nos. 2 and 3 as shown on Man No. 2 of Cleveland Terrace, being more fully described and shown on Plat prepared by Pickell and Pickell, Engineers, dated March 16, 1961, revised March 1963, entitled "Property of Walter L. Pickell, Jr.", located on Cleveland Street in the City of Greenville, S.C.

This is the same property conveyed to the Mortgagor herein by deed of Miriam W. Pickell recorded in the Greenville County R.M.C. Office in Deed Book 1018 at Page 19 on the 9th day of May, 1975.

and hereby Lipreyocably Pasthelize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and language to the undersigned, or any of them, and howsoever for or on account of said real property, and tereby intervocably already bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse add bottate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enjoyed asymment, by lot or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform and dathers and connection, duty or liability of the undersigned in connection therewith. form ar dischired in digation, duty or liability of the undersigned in connection therewith. That if we liable to 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. n) H Greenville, S. C. 7-01-81 State of South Carolina County of _ Greenville Personally appeared before me Vicki I. Anderson who, after being duly sworn, says that he saw Mary Jane Lawrence (Vitcess) sign, seal, and as their the within named Skye Wells act and deed deliver the within written instrument of writing, and that deponent with (Witness) witnesses the execution thereof. Subscribed and sworn to before me

at 11:15 A.M.