

FILED  
OCT 21 1983  
GREENVILLE

REAL PROPERTY AGREEMENT

BOOK 1631 PAGE 774

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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 (herein 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 situate, lying and being on the south eastern side of Wolfe Road, near the City of Greer, County of Greenville, State of South Carolina, and known and designated as Lot No. 2 of a subdivision known as Wolfe Acres, plat of which is recorded in the R. M. C. Office for Greenville County in Plats Book 4-X, at Page 26, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on Wolfe Road at the Joint front corner of Lots 2 and 3 and running thence S. 35-0 W. 125 feet along the right of way of Wolfe Road to an iron pin at the joint rear corner of Lots 1 and 2; thence S. 55-E. 174.6 feet to an iron pin; thence N. 35-0 E. 125 feet to an iron pin; thence N. 55-0 W. 174.6 feet to an iron pin on Wolfe Road, the point of beginning.

This being the identical property conveyed to the grantor herein by deed of C. S. Willingham recorded in the R. M. C. Office for Greenville County S. C. in Decds Book 1047, at page 206, on December 3, 1976.

This Conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat or on the premises.

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: Carla A. Sellers x Danny L. Woodward  
 Witness: Carol K. Buckner x Jane E. Woodward  
 Dated at: Greenville 10/10/83  
Date

State of South Carolina  
 County of Greenville

Personally appeared before me Carla A. Sellers who, after being duly sworn, says that he saw the within named Danny L. Woodward and Jane E. Woodward sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Carol K. Buckner witnesses the execution thereof.

Subscribed and sworn to before me  
 this 10 day of Oct, 1983 Carla A. Sellers (Witness sign here)  
Robert D. Driver  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

60-025

RECORDED OCT 21 1983 at 10:30 A. M.

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