

PAID \$ 1.25

POST 104

MAR 14 1974
DONNIE S. TAMPERLEY
A.M.C.

REAL PROPERTY AGREEMENT

VOL 995 PAGE 363

REC-030

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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 hereover 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 on the eastern side of Taylors Road near the city of Greer, being shown and designated as lots nos. 112 and 113 on plat entitled "Belmont Heights, Inc., Section No. 2" prepared by Dalton and Neves Engineers, dated July, 1960, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Taylors Road at the joint front corner of lot 112 and property owned by S. W. Taylor and running thence along the eastern side of Taylors Road N. 7-42 E. 215 feet to an iron pin; thence S. 78-14 E. 234.2 feet to an iron pin at the joint rear corner of lots nos. 113 and 114 as shown on the aforesaid plat; thence running S. 7-07 W. 280 feet to an iron pin; thence N. 63-09 W. 250 feet to the beginning point.

This property is conveyed subject to all restrictions, easements, zoning ordinances and rights of way of record and on the ground affectiong said property. 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 hereover 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 Paul E. Proffitt x Lecil D. Wilbanks
 Witness Susan Gaines x Linda L. Wilbanks

Dated at: Greer, S.C. March 12, 1974
Date

State of South Carolina
County of Greenville

Personally appeared before me Paul E. Proffitt who, after being duly sworn, says that he saw the within named Lecil D. Wilbanks and Linda L. Wilbanks sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Gaines witnesses the execution thereof
(Witness)

Subscribed and sworn to before me
this 12 day of March, 1974
Linda Adair
Notary Public, State of South Carolina
My Commission expires February 26, 1984
Paul E. Proffitt (Witness sign here)

RECORDED MAR 14 '74 22749

4328 RV-2