

RECORDED JAN 3 1975
GREENVILLE, S. CAROLINA
R.M.C.

REAL PROPERTY AGREEMENT

VOL 1012 PAGE 639

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 howsoever for or on account of that certain real property situated in the County of

State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the south side of Conway Drive and on the East side of Annette Drive, in the City of Greenville, being shown as Lot 12 on plat of Pleasantburg Forest, made by Dalton & Neves, Engineers, August 1956, recorded in the R.M.C. office for Greenville County, S. C. in Plat Book GG, page 163, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Annette Drive at joint corner of Lots 12 and 25 and runs thence along the East side of Annette Drive, N. 4-32 E., 130 feet to an iron pin; thence with the curve of Annette Drive and Conway Drive (the chord being N. 53-05 E., 33.1 feet) to an iron pin on south side of Conway Drive; thence along Conway Drive, S. 78-22 E., 85 feet to an iron pin; thence S. 2-05 W., 141.5 feet to an iron pin; thence with the line of Lot 25, N. 85-28 W., 115.2 feet to the beginning corner; being the same conveyed to me by Pleasantburg Development Company by its deed dated January 22, 1960, recorded in the R.M.C. Office for Greenville County in Deed Vol. 643, at page 430.

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 Joyce K. Mordith, George R. Lollis

Witness Faye B. Hall, Patricia R. Lollis

Dated at: Greenville 12-31-74
Date

State of South Carolina
County of Greenville

Personally appeared before me Joyce K. Mordith who, after being duly sworn, says that he saw the within signed George R. Lollis & Patricia R. Lollis sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Faye B. Hall witnesses, the execution thereof.

Subscribed and sworn to before me
this 31st day of Dec, 19 74
Joyce K. Mordith
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
3-19-77

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At 11:30 A.M.

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