

REAL PROPERTY AGREEMENT

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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 Greenville State of South Carolina, described as follows:

Lot of land located State of South Carolina, County of Greenville, about 8 miles north of Greer, Four miles south of Gowensville, off northwestern side of State Highway 14, containing 11.4 acres more or less and being bounded on the West and Northwest by Verdin and Peace, on N.W. by creek and on the N.E. and S.E. by other lands of Grantors and having the following metes and bounds to-wit:

BEGINNING at an iron pin on N.E. corner of a 4 acre tract here to fore covered Grantee and running thence North 53 West 480 feet to iron pin thence North 54-50 West 104 feet to and iron pin, center of creek, thence along and with center of creek as a line, to an iron pin, thence North 9 East 67 feet, thence leaving creek and running South 51-30 East 243 feet to old iron pin, thence South 53 East 708 feet to an iron pin, thence North 53 West 420 feet to iron pin, thence North 35 East 400 feet to point of beginning.

This being a portion of that property conveyed to Grantors in deed books 932, Page 519 and 935, Page 351 in R.M.C. Office for Greenville County.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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 Herbert W. Zimmerman x Robert I. Marchant  
 Witness Robert W. Zimmerman x A. Sauja Marchant  
 Dated at: Greer, S. C. 8/19/75

State of South Carolina  
 County of Greenville  
 Personally appeared before me Charles H. Welch who, after being duly sworn, says that he saw the within named Robert I. Marchant and A. Sauja Marchant sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Herbert W. Zimmerman witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of August 1975 Charles H. Welch  
Elizabeth V. Smith (Witness sign here)  
 Notary Public, State of South Carolina  
 My Commission expires 7/25/77 5377  
 AUG 23 '75 At 11:45 A.M.

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