

RECORDED
9:30 A.M.
DONNIE S. TARKERLEY

REAL PROPERTY AGREEMENT VOL 1093 PAGE 680

In consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest (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:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, Bates Township, town of Marietta, located on the South side of proposed street as part of Lot 8 according to a plat of survey made by J.C. Hill, Surveyor entitled "Property of Vera C. Duff" and borrowed by Kenneth Garland when he purchased Lot 7 which is on same plat along with lots 6 and 8, having the following metes and bounds, to wit:
 Beginning at an iron pin on the Southern side of proposed street and at mid-point of Lot 8 and running thence S. 50-30 W. 50 feet to a point or corner of Lot #7; thence S. 22-50 E. 185 feet 8 inches along own property line; thence N. 50-30 E. 50 feet; thence N. 22-50 W. 185 feet 8 inches to the point of beginning; this being a portion of Lot 8 as shown on said plat.
 This conveyance is made subject to all easements, restrictions and rights-of-way which may affect the property hereinabove described.

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 Kathy Whitson x Charles G. Burrell
 Charles G. Burrell
 Witness Betty Poole x Debra A. Burrell
 Debra A. Burrell
 Dated at: Greenville December 7, 1978 Debra A. Burrell
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Kathy Whitson who, after being duly sworn, says that he saw the within named Charles G. Burrell and Debra A. Burrell sign, seal, and as their act and deed delivered the within written instrument of writing, and that deponent with Betty Poole witnesses the execution thereof.
 (Witness)
 (Borrowers)
 (Witness)

Subscribed and sworn to before me this 7th day of December, 1978
Kathy Whitson
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 APC 1L-36 My Commission Expires Dec. 28, 1933
 RECORDED DEC 13 1978 at 9:30 A.M. 17954

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