

DONNIE S. LITKEMER
R.M.C.
FILED

REAL PROPERTY AGREEMENT

VOL 1110 Page 415

1. In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY (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 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:

1. that certain lot of land in Greenville County, South Carolina, on the northwestern side of Beattie Street, in Woodside Mills Village in the Town of Simpsonville, and being more particularly described as Lot 31 on plat entitled "A Subdivision of Woodside Mills, Simpsonville, S.C." made by Piedmont Engineering Service, Greenville, S.C., February 1953, and recorded in the RMC Office for Greenville County in Plat Book GG at Page 5, and according to said plat the within described lot is also known as #102 Beattie Street and fronts thereon 73 feet.

This property is conveyed subject to restrictions set forth in Deed Book 772 at Page 432 and all other easements, restrictions and rights-of-way of record affecting said property.

This being the same property as conveyed to James C. Barton and Josephine L. Barton by deed recorded in Deed Book 350, Page 409 in the RMC Office for Greenville County. The said Josephine L. Barton departed this life on July 18, 1975, and such records are on file in the Probate Court of Greenville County in Apartment 1389, File 16. The Grantors and Grantee herein are the only heirs in the estate of Josephine L. Barton and the Grantors are placing title in its entirety in the Grantee.

and hereby irrevocably authorize and direct all lessees, sublet 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 J. W. Chapman James C. Barton

Witness Daniel Y. Thomason x

Dated at: Fountain Inn, S.C. August 19 1979

State of South Carolina
County of Greenville

Personally appeared before me J. W. Chapman (Witness) who, after being duly sworn, says that he saw the within named James C. Barton (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Daniel Y. Thomason (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of Aug, 1979
Daniel Y. Thomason (Witness sign here)

J. W. Chapman
RECORDED AUG 29 1979
at 12:00 P.M.

7134