



REAL PROPERTY AGREEMENT BOOK 1116 PAGE 546

Consideration of such loans and indebtedness as shall be made by or become due to the Bank of Travelers Rest... 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

Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land lying, being and situate on the West side of State Highway no. 101 (Also known as the Gap Creek Road) about eight miles North of the City of Greer, in Highland Township, County and State aforesaid, and being known and designated as lot No. Four (4) of a subdivision of the Lenoah School District lot as shown on plat prepared by Terry T. Dill, Registered Engineer, dated July 1958 and which plat has been recorded in the R.M.C. Office for said County in Plat Book 00, page 152, and having the following courses and distances, to-wit; Beginning at an iron pin on the West side of said highway at the joint front corner of lots nos. 4 and 5 as shown on said plat, and running thence with the joint property line of said two lots S. 88-30 W. 150.2 feet to an iron pin on line of lot no. 3 as shown on said plat, thence with the line of lot no. 3 S. 10-30 E. 139.3 feet to an iron pin in a community road, thence along said road N. 86-15 E. 120 feet to State Highway no. 101, thence with State Highway no. 101 N. 2-15 E. 132 feet to the beginning point. This being the same property which was conveyed to grantors herein by Herman L. Gibbs and Gladys W. Gibbs by deed recorded in the said office in Deed Book 764, page 22. For a more particular description see the aforesaid plat.

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 R. Bruce White x Steve L. Pruitt
Witness A. J. [unclear] x Gail Pruitt

Noted at: Travelers Rest 21 November 1979
State of South Carolina
County of Greenville

Personally appeared before me R. Bruce White who, after being duly sworn, says that he saw the within named Steve L. Pruitt and Gail Pruitt sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with S. R. Farr witnesses the execution thereof.

Subscribed and sworn to before me this 23 day of November, 1979 R. Bruce White (Witness sign here)

Notary Public, State of South Carolina
My Commission Expires at the will of the Governor
JL-34 My Commission Expires July 3, 1983

RECORDED NOV 28 1979 at 2:30 P.M. 17804

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