

RECORDED
PAID \$ 1-2

JUN 11 1973

REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY

In consideration of such loans and indebtedness as shall be made by or become due to FIRST PIEDMONT 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 as follows:

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
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
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 lot of land in the City of Greenville, County of Greenville, State of South Carolina, being Lot No. 35 and portion of Lot No. 34, Section A, on plat of Gower Estates recorded in the RMC Office for Greenville County, S. C., in Plat Book QQ pages 146-147 and having according to a survey made by Piedmont Engineering Service, September 28, 1961, recorded in the RMC Office for Greenville County in Plat Book ZZ page 43, the following metes and bounds, to-wit:

BEGINNING at any iron pin on the Southwest side of Carolina Avenue, the front joint corner of Lots Nos. 36 and 36; thence with the joint line of said lots S. 43-34 W 153.8 feet to an iron pin; thence S. 53-20 E. 148 feet to an iron pin in creek; thence with the center of said creek as the line, the traverse course being N. 57-31 E. 83.1 feet to a point; thence N. 24-39 E. 106.5 feet to an iron pin on the southwest side of said Carolina Avenue N. 65-21 W. 140 feet to the beginning corner.

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 Gladys L. Calmes
Witness [Signature]

Dated at: Greenville, S. C. June 8, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me, ~~Pete B. Norman~~ Gladys L. Calmes, after being duly sworn, says that he saw the within named Joe J. Phillips sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with ~~Gladys L. Calmes~~ Pete B. Norman witnesses the execution thereof.

Subscribed and sworn to before me this 8th day of June, 1973
Susan W. Huffman
Notary Public, State of South Carolina
My Commission expires 6/21/82
Gladys L. Calmes (Witness sign here)

Real Property Agreement Recorded June 11, 1973 at 3:30 P. M., #35748

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 26 PAGE 49

SATISFIED AND CANCELLED OF RECORD
17 DAY OF 29th 1974
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:46 O'CLOCK P. M. NO. 7437