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RECORDING FEE
PAID \$ 1.75
DUNN & STINKERSLEY
R.M.C.

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to The Falco Corporation (hereinafter referred to as Lessor) to or from the undersigned jointly or severally, and until all of such leases 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 Lessor, 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 Lessor, 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 the certain real property situated in the County of Greenville, State of South Carolina, described as follows: in Deed Book 240, Pg. 187:

All that piece or lot of land situate, lying and being in Greenville Township, Greenville County, S. C., fronting 122 feet on Pierce Street and running back in parallel lines 183 feet to a 14-foot alley, being the same property heretofore conveyed to me by deeds from James G. Hampton, on record in RMC Office for Greenville County, Volume 68, Page 72, and Volume 168, Page 87; and as recorded in Plat Book A, Page 424, as follows: Beginning at a stake on the SW side of Pierce Street 185 feet NW from Goldsmith Street, corner of Lot 74, and running thence with a line of Lots 74, 73, and 72, S. 48-30 West
(Cont. on attached sheet)

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Lessor, 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 Lessor 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 Lessor shall have no obligation to do so, 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 Lessor when due, Lessor, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Lessor to be due and payable forthwith.
- 5. That Lessor may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Lessor, in its discretion, may elect.
- 6. Upon payment of all indebtedness of the undersigned to Lessor 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 Lessor and its successors and assigns. The affidavit of any officer of Lessor 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 [Signature] X Lucia R. Sher
Witness [Signature] X _____

Dated at: Greenville SC Date 1-30-74

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

Personally appeared before me [Signature] who, after being duly sworn, says that he saw the within named Celia R. Sher (Witness) sign, seal, and as the fact and deed deliver the within written instrument of writing, and that deponent with [Signature] (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 30th day of January, 19 74 [Signature] (Witness sign here)

[Signature]
Notary Public, State of South Carolina
My Commission expires:

(CONTINUED ON NEXT PAGE)

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