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11:30 AM
JAN 28 1974
DONNIE S. TANNERLEY

REAL PROPERTY AGREEMENT

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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 Greenville, State of South Carolina, described as follows:

All that lot of land in Greenville County, State of South Carolina, being shown and designated as Lot No. 310 on a plat entitled Del Norte Estates Section No. 2, recorded in the RMC Office for Greenville County in Plat Book 4N at pages 12 and 13 and having such metes and bounds as shown thereon.

This property is conveyed subject to restrictions recorded in Deed Book 921 at page 442 in the RMC Office for Greenville County, and also subject to all other easements, restrictions and rights of way of record and on the ground which affect said property and subject to a drainage easement as shown on recorded plat.

This is the same property conveyed to grantor by deed as recorded in the RMC Office for Greenville County in Deed Book 930 at page 271.

and hereby irrevocably authorize and direct all lessees, assign 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 agree 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 Karen Rash x Linda H. Johnson

Witness Janice W. McCollum x Linda H. Johnson

Dated at: Greenville, South Carolina 1/24/74

State of South Carolina
County of Greenville

Personally appeared before me Karen Rash who, after being duly sworn, says that he saw the within named J. C. Johnson and Linda H. Johnson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Janice McCollum witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of January, 1974

Bladys L. Fairlee
Notary Public, State of South Carolina
My Commission Expires: 9/10/81

Karen Rash
(Witness sign here)

RECORDED JAN 28 '74 18813

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