

REAL PROPERTY AGREEMENT

VCL 1020 PAGE 560

In consideration of a loan 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 whatsoever for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Lisa Drive and on the northern side of Hummingbird Circle, being shown as Lot No. 24 on a plat of Wade Hampton Terrace, prepared by Dalton & Neves, recorded in Plat Book KK at page 15 in the R.M.C. Office for Greenville County and having, according to said plat, the following notes and bounds, to-wit:

Beginning at an iron pin on the western side of Lisa Drive at the joint front corner of Lot No. 24 and Lot No. 25 and running thence with Lot No. 24, S. 73-09 W. 154.9 feet to an iron pin at the joint rear corner of Lots Nos. 22, 23, 24 and 25; thence with Lot 23, S. 15-10 E. 112.2 feet to an iron pin on the northern side of Humming Bird Circle; Thence with said Circle, N. 71-09 E. 133 feet to an iron pin; thence with the curvature of the intersection of the northwestern corner of Humming Bird Circle and Lisa Drive, the chord being N. 27-09 E. 34 feet to an iron pin on the western side of Lisa Drive; thence with said Drive, N. 16-51 W. 51.6 feet to the point of beginning. This is the same property conveyed to the Grantor by deed recorded in Deed Book 993 at page 797 in the R.M.C. Office for Greenville County.

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 whatsoever 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 enforce and receive all rents, profits 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 in 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 over due, Bank, at its election, may declare the entire remaining unpaid principal and interest or any obligation or indebtedness then remaining unpaid to Bank to be due and payable in full.

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, relatives, 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 my hand and seal this 25th day of June, 1975.
R. Dennis Stewart, Bernard M. Bankhouse,
Annie S. Ellis, Marsha Rhodes
Greenville, SC 4/25/75

State of South Carolina, County of Greenville.
Personally appeared before me, R. Dennis Stewart, a Notary Public in and for the State of South Carolina, the within named Bernard M. Bankhouse and Marsha Rhodes, who, after being duly sworn, says that he saw Annie S. Ellis, and as their witness the execution hereof.

Subscribed and sworn to before me this 25th day of June, 1975.
James D. Medison, Notary Public, State of South Carolina.
My Commission Expires June 6, 1976.
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At 10:30 A.M.

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