

FEB 7 1977
DUMNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1050 PAGE 752

In consideration of such loans and indebtedness as shall be made by or become due to FIRST FIDELITY 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 certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Seabury Drive, being known and designated as Lot No. 72 on plat of Merrifield Park, recorded in the P.M.C. Office for Greenville County in Plat Book 000, at Page 177 and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the northern edge of Seabury Drive, joint front corner of Lots Nos. 71 and 72, and running thence along the joint line of said lots, N. 19-00E. 180 feet to a point; thence S. 71-00E. 110 feet to an iron pin at the joint rear corner of Lots Nos. 72 and 73; thence along the joint line of said lots, S. 19-00W. 180 feet to a point on the northern edge of Seabury Drive; thence along the northern edge of Seabury Drive, N. 71-00W. 110 feet to the beginning corner; being the same conveyed to us by Jim Williams, Inc. by deed dated May 13, 1971 and recorded in the P.M.C. Office for Greenville County in Deed Vol. 915, at Page 53. This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat (s), or on the premises.

and hereby irrevocably authorize and direct all lessees, assignors, 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 enforce and receive all such rents, moneys and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all such 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 in default of payment on the part of the undersigned 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 sole option, may declare the entire principal 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 use 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, devisees, legatees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The signature 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 Howard H. Morris

Mrs. Rachel W. Huble

Witness J. L. Butler Jr.

W. Allen Huble

Dated at Greenville, S.C.

11/2/77

State of South Carolina

County of Greenville

Personally appeared before me J. L. Butler Jr.

and, after being duly sworn, says that he saw

the within named Mrs. Rachel W. Huble

Rachel W. Huble

sign, seal, and as these

act and deed before the within written instrument is voluntary and that he has not

Howard H. Morris

(Notary Public)

Witnesses the execution thereof

Subscribed and sworn to before me

on this 11th day of January 1977

W. Allen Huble

J. L. Butler Jr.

My Commission Expires 1/1/77

FEB 8 1977 At 1:00 P.M.

20815

0752

A328 RV-2