

FILED
AUG 20 1980
SOUTH CAROLINA

REAL PROPERTY AGREEMENT

D. BAISDEN 400
7/22/80
11:31 AM 588

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN 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

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; and

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; and

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 or lot of land in Greenville Township, Greenville County, State of South Carolina, lying and being situate on the Eastern side of Afton Avenue in Ward 6 within the limits of the City of Greenville, South Carolina, being known and designated as a portion of Lot # 76 according to plat of Alta Vista prepared by R. E. Dalton June, 1925, as revised through June, 1931, as recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "G", at Page 20, and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the East side of Afton Avenue at joint corner of Lots # 75 and # 76, thence along said Avenue N4-15E 65 feet to an iron pin at joint corner of Lots # 76 and # 77, thence along the joint line of said Lots S85-45E 150 feet to an iron pin in the line of Lot 77; thence S4-15W 65 feet to an iron pin in the joint line of Lots # 75 and #76; thence along said joint line N85-45W 150 feet to an iron pin on the East side of Afton Ave. at joint corner of Lots # 75 and # 76, the point beginning.

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.

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Witness [Signature] x [Signature]

Witness Sara P. Robinson x Dawn H. Parnice

Dated at: ABET, GREENVILLE SC 7-1-80
Date

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State of South Carolina

County of GREENVILLE

Personally appeared before me D. E. Baisden who, after being duly sworn, says that he saw

the within named Philip A. E. Dawn H. Parnice sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Sara P. Robinson

witnesses the execution thereof.

4.0001
Subscribed and sworn to before me
this 1 day of August, 1980

[Signature] 1-30-70
Notary Public, State of South Carolina

My Commission expires at the will of the Governor
GPC ILLE RECORDS AUG 20 1980 at 1:00 P.M.

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