

FILED
MAY 31 1974
JONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 1000 PAGE 266

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 piece, parcel and lot of land being known and designated as Altamont Road in Greenville County and being further known in the Greenville County Court House Tax Map Sheets as page 31, Block 1, Lot 1.1 and having the following dimensions: 130 x 221.3 x 158 x 140.9 and all improvements and appurtenances to the land.

Remarks: All heating, electrical, plumbing systems to be in proper working order at time of closing. Seller to provide a termite letter. All debris to be removed after refinishing. Seller does not have to provide central cooling system. Seller to be relieved of his V.A. liability with assumption of loan.

and hereby irrevocably authorize and direct all lessees, escrow 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 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.

Witness Juanita M. McQueen Clowans

Witness Susan W. Huffman Temple Reed Goodenwill

Dated at Greenville, S.C. 5/30/74

State of South Carolina
County of Greenville

Personally appeared before me Juanita M. McQueen who, after being duly sworn, says that he saw the within named M. D. D... .. sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan W. Huffman witnesses the execution thereof.

Subscribed and sworn to before me
this 30 day of May, 1974
Susan W. Huffman
Notary Public, State of South Carolina
My Commission expires: 8/21/82

Juanita M. McQueen
(Witness sign here)

RECORDED MAY 31 '74

30679

4328 RV-2