

JUL 8 1974  
DONNIE S. JANKERLEY

REAL PROPERTY AGREEMENT

RECORDING FEE  
PAID \$ 1.25

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055A

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:

AT the southeastern corner of the intersection of Richbourg Road and Andover Road near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a major portion of Lot No. 5 and a small portion of Lot No. 6 of a subdivision known as Section 2, Heritage Hill, plat of which is recorded in the R.M.C. office for Greenville County in Plat Book WWH at Page 15 and according to a more recent survey of property of W.N. Leslie, Inc. recorded in the R.M.C. Office for Greenville County in Plat Book 4B at Page 15 and having the following metes and bounds, to-wit:  
 BEGINNING AT an iron pin on the eastern side of Richbourg Rd. at the joint corner of this lot and Lot No.6 and running thence with the eastern side of said road N.22-50 W., 76.1 feet to an iron pin at the intersection of Richbourg Rd., with Andover Rd., which intersection is curved, the chord of which is N.22-44E., 34.9 feet to an ironpin on the southern side of Andover Rd., running thence with the southern side of said road N. 68-18E., 109.5 feet to an iron pin; running thence S.22-54 E., 101.7 feet to an iron pin; running thence S. 68-47 W., 135. feet to an iron pin, point of 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 whenscever 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 R. Dennis Jennett x Maurice Barkley

Witness JoAnn J. Smith x Jean M. Barkley

Dated at: Greenville July 1, 1974

State of South Carolina  
County of Greenville

Personally appeared before me JoAnn J. Smith, who, after being duly sworn, says that he saw the within named Maurice C. and Jean M. Barkley sign, seal and execute the within written instrument of writing, and that dependent with R. Dennis Jennett witnesses the execution thereof.

Subscribed and sworn to before me this July day of July 1974  
R. Dennis Jennett  
Notary Public, State of South Carolina  
My Commission expires:

JoAnn J. Smith  
(Witness sign here)

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