NOVEG1974 -- NOVEG1974 -- AS REAL PROPERTY AGREEMEN

BUCK 1010 FACE 865

In consideration of such loans and indebtedness as shall be made by or become due to FIRST PIEIMONT 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 howscever for or on account of that certain real property situated in the County of Greenville , State of South Carolina, described as follows: On the westerly side of Paddock Lane, being shown and designated as Lot No. 63 on Plat Book "LX", at Page 79, and having according thereto the following metes and bounds, to wit: Beginning at an iron pin on the westerly side of Paddock Lane at the joint front corner of Lots. Nos. 63 and 64, and running thence with the joint line of said Lots, N87-20W, 145.4 feet to an iron pin; running

thence S2-36 W, 90 feet to the joint rear corner of Lots 63 and 62; thence with the common line of said lots, S 87-24 E, 150 feet to an iron pin on the westerly side of Paddock Lane; thence with the westerly side of said Lane, N 2-36E, 30 feet to an iron pin, thence continuing with the westerly side of Paddock Lane, N 1-48 W, 60 feet to the 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 whensever 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 colligation, 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 Eank 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 uppaid 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 & Sunna termel	Myron Charles from
Joan John Loweth x	Carl T. Buchner
pares at: greenville, SC	11/19/74
State of South Aprolina 1//	
country of greenville	South and the same that he are
Personali appeared before me for (furness) the within named Minn and (Arms)	Smith subo, after being duly sworn, says that he say. T. Broman sign feat arffs their
act and deed deliver the within written instrument of writing, and	that deponent with K. Connect formed
Subscribed and sworn to before me	0 0 1 0
this Attay of November . 13 4	Jolin J. Smith (Fitness sign here)

Me Commission expires:

pues: MY Commission Expires Aug. 21, 1982. RECORDED NOV 26 '74 13273

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