

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be due 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, fees 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 however 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 situate, lying and being in the county of Greenville, State of South Carolina, on the southern side of Mimosa Drive and being known and designated as Lot No. 6 on plat of McSwain Gardens, recorded in the R.M.C. Office for Greenville County in Plat Book GG at Page 75, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Mimosa Drive at the joint front corner of Lots 5 and 6 and running thence along the joint line of said lots, S. 25-41 E. 172.2 feet to an iron pin; thence S. 64-19 W. 91.5 feet to an iron pin; thence along joint line of Lots 6 and 7, N. 25-41 W. 147.3 feet to an iron pin on the southern side of Mimosa Drive, thence along said Drive, N. 45-16 E. 40.3 feet to an iron pin; thence continuing along said Drive, N. 51-50 E. 54.9 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 wheresoever becoming due to the undersigned, or any of them, and however 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 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 James W. Madison Carroll Dugan

Witness John Smith John Dugan

Dated at: Greenville SC 7/30/75

State of South Carolina  
County of Greenville

Personally appeared before me James Madison who, after being duly sworn, says that he saw the within named ARNOLD BENJAMIN AND JUDY BENJAMIN sign, seal, and as their act and deed deliver the within written instrument of writing, and that defendant with John Smith witnesses the execution thereof.

Subscribed and sworn to before me this 30 day of July, 1975  
John I. Smith  
Notary Public, State of South Carolina  
My Commission expires: 2004

James W. Madison  
(Witness sign here)

RECORDED AUG 7 '75 At 1:30 P.M. # 349

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