

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made 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, 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

State of South Carolina, described as follows:

All that certain Piece, parcel or lot of land situate, lying and being in the State of South Carolina, in the County of Greenville, on Runion Drive, being shown and designated as Lot No.15 of Pine Brook Extension on a plat recorded in the RMC Office for Greenville County, South Carolina in Plat Book W at page 73, and according to said plat, having the following metes and bounds, to wit:

Beginning at an iron pin on the northern side of Runion Drive at the joint front corner of lots Nos. 14 and 15 running thence with the common line of said lots, N.25-50 W. 150 feet to an iron pin; thence N.68-09 E 75 feet to an iron pin; thence S.25-50 E. 150 feet to a point in Runion Drive; thence with said drive, S. 68-09 W.75 feet to the point of beginning.

This is the same property conveyed to the Grantors herein by deed recorded in the RMC Office for Greenville County, South Carolina in Deed Book 1002 at page 49.

This conveyance is made subject to all easements, restrictions and/or rights-of-way of record, if any.

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 enforce and register 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 Catherine W. Kirkland Michael Jones

Witness R. Dennis Hennett Joanna B. Jones

Dated at Greenville, SC 8/12/75

State of South Carolina Greenville County

Personally appeared before me R. Dennis Hennett who, after being duly sworn, says that he saw

the within named Michael K. Jones and Joanna B. Jones sign, seal and affix

act and deed deliver the within written instrument of writing, and that dependent with Catherine W. Kirkland

witnesses the execution thereof

Subscribed and sworn to before me on 12 day of August 1975 James W. Modison

Notary Public, State of South Carolina My Commission expires AUG. 21, 1982

RECORDED AUG 20 '75 at 2:30 P/M 4636

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