

FEB 25 1977
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

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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:

Adam E. Vorlage and Rozanne Vorlage, their heirs and assigns forever: All that certain piece, parcel or tract of land, located, lying and being in Highland Township, County of Greenville, State of South Carolina and shown on plat entitled "Property of Inez M. Parsons" by Walter L. Davis, dated August 4, 1976 and being more particularly described as follows: Beginning at an iron pin on the East side of Tigerville Rd. (Hwy. 23-117) and running thence N. 78-08 E., 429.7 feet to an iron pin; thence N. 59-53 E. 547.4 feet to an iron pin on line of Johnson; thence with line of Johnson, S. 9-26 E., 682.4 feet to an iron pin on line of Reece N. 44-15 E., 736 feet to an iron pin; thence continuing with line of Reece N. 61-30 E., 250.8 feet; thence N. 73.00., 14.4 feet; thence N. 73 E. 51.6 feet to an iron pin on East side of Tigerville Rd.; thence with Tigerville Rd. S. 0-56 E., 250.6 feet; thence continuing with said road, S. 4-56 E., 120 feet to the point of beginning. Being the same property conveyed to the grantors herein be deed of Boyd F. Johnson, dated October 27, 1971, and recorded in Deed Volume 929 at page 127. This conveyance is made subject to any restrictive covenants, building setbacks lines, right-of-way and easements which may affect the above described property.

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: James T. Bladen Adam E. Vorlage

Witness: James T. Bladen Rozanne Vorlage

Dated at: Greenville, S.C. 11/15/76

State of South Carolina
County of Greenville

Personally appeared before me James T. Bladen who, after being duly sworn, says that he saw the within named Adam E. Vorlage & Rozanne Vorlage sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with James T. Bladen Sybil J. Farrow witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of Nov, 1976 James T. Bladen (Witness sign here)
James W. Middleton
Notary Public, State of South Carolina
My Commission expires: _____

MY COMMISSION EXPIRES MAR. 6, 1984 RECORDED FEB 25 1977 At 9:30 A.M. 22116

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