



7-1092 #521

REAL PROPERTY AGREEMENT

BOOK 1145 PAGE 984

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN 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 to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and

2. With the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described above, or any interest therein, and

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:

All that piece, parcel or lot of land lying situate near the city of Greenville County of Greenville, State of South Carolina, and known and designated as lot #23, part of Sharon Park, according to plat by C.C. Jones, dated April 1955, and revised plat of May 15, 1956, recorded in the R.M.C. Office, plat book "KR", page 130, and having the following metes and bounds: BEGINNING at an iron pin at joint front corner of lots #22 and #23, running thence along the line of these lots, S. 9-39 W. 120 feet to an iron pin, running thence S. 57-41 E. 128.8 feet to an iron pin on the eastern side of Derwood Lane, which line is curved, the chord of which is N. 23-07 E. 60 feet, continuing along Derwood Lane, N. 14-00 E. 87 feet to an iron pin at the intersection of Sharon Drive and Derwood Lane, which line is curved, the chord of which is N. 35-21 W. 35.4 feet to an iron pin on Sharon Drive, thence along Sharon Drive, N. 80-21 W. 114.7 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 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 Eric Verron John P. Schillaci  
Witness Alora Johnson Dorothy P. Schillaci  
Dated at Greenville April 7, 1981

State of South Carolina  
County of Greenville

Personally appeared before me Eric Verron who, after being duly sworn, says that he saw the within named John P. Schillaci and Dorothy Schillaci and that defendant with Alora Johnson act and deed deliver the within written instrument of writing, and that defendant with Alora Johnson witnesses the execution thereof.

Subscribed and sworn to before me this 7 day of April 1981 Eric Verron (Witness sign here)

Notary Public, State of South Carolina  
Commission expires at the will of the Governor  
APR 9 1981 at 12:45 P.M.

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