

RECORDING 26 2 11 PM '73  
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REAL PROPERTY AGREEMENT

VOL 977 PAGE 674

DOENNIE S. TANKERSLEY

In consideration of 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: All that certain piece, parcel, or lot of land, with the buildings and improvements thereon, lying and being on the southwesterly side of Adelaide Drive, near the City of Greenville, S. C., being known and designated as Lot No. 56 on plat of Wellington Green, as recorded in the R. M. C. Office for Greenville County in Plat Book YY at page 29 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southwesterly side of Adelaide Drive, said pin being the front joint corner of Lots 56 and 57 and running thence with the common line of said lots, S. 29-47 W. 175 feet to an iron pin, the joint rear corner of Lots 56 and 57, thence N. 60-13 W. 100 feet to an iron pin, the joint rear corner of Lots 55 and 56; thence with the common line of said lots, N. 29-47 E. 175 feet to an iron pin of the southerly side of Adelaide Drive; thence with the southerly side of Adelaide Drive, S. 60-13 E. 100 feet to an iron pin, the point of beginning; being the same conveyed to us by Harold Little Smith by deed dated March 31, 1967 and recorded in the R. M. C. Office for Greenville County in Deed Vo. 816 at Page 542.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever 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 Sandra C. Vinson x D. Howard Milligan

Witness Beth Banton x Laura M. Milligan

Dated at: Greenville, SC 6/22/73

State of South Carolina  
County of Greenville

Personally appeared before me Sandra C. Vinson who, after being duly sworn, says that he saw the within named D. Howard Milligan and Laura M. Milligan sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Beth Banton witnesses the execution thereof.

Subscribed and sworn to before me this 22nd day of June, 19 73 Sandra C. Vinson (Witness sign here)

D. Joseph Elrod  
Notary Public, State of South Carolina  
My Commission expires: March 7, 1979

Real Property Agreement Recorded June 26, 1973 at 2:11 P. M., # 37474

R/P/A  
This Mortgage Assigned to: First Citizens Bank & Trust  
Co. of S.C.  
from First Piedmont Bank & Trust Co.  
on 16th day of March 1977. Assignment ~~RECORDED~~  
Deed Bk 1052 of the ~~Mortgages~~ on Page 859  
This 16 of March 1977, # 24474

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 49 PAGE 549

SATISFIED AND CANCELLED OF RECORD  
19th DAY OF July 19 77  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:30 O'CLOCK A M. NO. 1954