

FILED
S.C. REAL PROPERTY AGREEMENT

BOOK 1162 PAGE 746

In consideration of such loans and indebtedness as shall be made by or become due to the Wayner Construction Company Inc. (hereinafter referred to as CO. 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

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; and
2. Without the prior written consent of CO. 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; and
3. Hereby assign, transfer and set over to CO. 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 lot of land with all buildings and improvements thereon located on the West side of Whiller Drive in Greenville County, South Carolina and being shown and designated as Lot No. 26 and a portion of Lot No. 25 on Plat of Park Lane Terrace made by Pickell and Pickell Engineers in October, 1957, which Plat is recorded in the Greenville County RMC Office in Plat Book MM, Page 47 and being the same property conveyed to Robert M. Johnson, (the same as Robert Johnson) by deed recorded in the Greenville County RMC Office in Deed Book 1011 at Page 669.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to CO. 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 CO. 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 CO. 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 CO. when due, CO. at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to CO. to be due and payable forthwith.

5. That CO. may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as CO., in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to CO. 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 CO. and its successors and assigns. The affidavit of any officer or department manager of CO. 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 Carl D. Ferguson x Robert Johnson
Robert Johnson

Witness Shirley Shannonhouse x _____

Dated at: Greenville, South Carolina 2-12-82
Date

State of South Carolina
County of Greenville

Personally appeared before me Shirley Shannonhouse who, after being duly sworn, says that he saw
(Witness) the within named Robert Johnson sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Carl G. Ferguson
(Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 12th day of February, 1982
Shirley Shannonhouse
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires 4/3/88

RECORDED FEB 22 1982 at 12:35 P.M.

18786

1074

4328 RV-2