

RECORDING FEE
1.75

FILED
GREENVILLE CO. S. C.
MAY 20 1971
OLLIE FAIRBORTH
R.M.C.

VOL 914 PAGE 572

REAL PROPERTY AGREEMENT

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

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 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; 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 26 of a subdivision known as Rosewood Park according to a plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book TT at Page 30 and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Lynn Drive at the joint front corner of Lots Nos. 26 and 27; running thence along the line of Lot No. 27, s. 3-25 E. 142 feet to an iron pin; running thence along the rear line of Lot No. 26, S. 79-57 W. 100 feet to an iron pin at the joint rear (cont'd corner of Lots Nos. 25 and 26; thence along the joint line of said lots, (on re- and hereby irrevocably authorize and direct all lessees, escrow (verse side 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 an account of said real property, and hereby irrevocable 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 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 J. Perry Eaydt III x Chas. P. Nash
Witness Franklin D. Turner x Margaret L. Nash

Dated at 5/10/71 (CONTINUED ON NEXT PAGE) 5/10/71