

RECORDING FEE PAID \$ 1.25

APR 10 1973
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 972 PAGE 327

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:

- To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below
- 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
- 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 lot of land in the State of South Carolina, County of Greenville, in Chick Springs Township being a portion of Lot No. 88 in Pinebrook Development, plat of which is recorded in Plat Book Z, at page 148, and having the following metes and bounds, to-wit: Beginning at an iron pin on the Northern side of Bridges Ave. at the joint front corner of Lot 88 and property of James E. Bennett, and running thence S. 73-06 W. along Bridges Avenue 35 feet to a pin; thence N. 33-31 W. 159.4 feet to a pin; thence N. 73-06 E. 35 feet to a pin; thence S. 33-31 E. 159.4 feet to the point of beginning. This is the identical property conveyed to the grantor by deed of J. Claude Hale, recorded in Deed Book 681, at page 416. ALSO: All that lot of land in said State and County being known as Lot No. 7 on a plat of Pinebrook Ext., recorded in Plat Book W, at page 73, and having the following metes and bounds, to-wit: Beginning at an iron pin at the Southeastern corner of said lot and running thence N.27-49 W. 106 feet to an iron pin on the edge of a Duke Power right of way; thence along the edge of said right-of-way, s.73-06 W.145 feet to the joint rear corner with the lot described above; thence S. 33-31 E.159.4 feet to an iron pin on the northern edge of Bridges Ave.; thence with the edge of said Ave., N.51-06 E. 122.5 feet to the point of beginning. Identical property of J. C. Hale, Deed Book

660, 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.

- 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.
- 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.
- 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 [Signature] x William H Burgin
 Witness [Signature] x Mrs William H. Burgin
 Dated at: Greenville, SC. March 28, 1973
Date

State of South Carolina
 County of Greenville

Personally appeared before me P. B. Norman (Witness) who, after being duly sworn, says that he saw the within named William H. Burgin and Mrs William H. Burgin (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Garland P. Myers (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 28 day of March, 19 73
[Signature] (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires: 8/21/82 Real Property Agreement Recorded April 10, 1973 at 9:45 A. M., # 28753

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 18 PAGE 77

SATISFIED AND CANCELLED OF RECORD
3 DAY OF Aug. 19 73
Donnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:29 O'CLOCK P. M. NO. 3752