

FILED
AUG 3 1973
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT VOL 981 PAGE 74

RECORDING FEE
PAID \$ 125

In consideration of such loans and indebtedness as shall be made by or become due to FIRST FIDMONT 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, situate, lying and being on the west side of East Dorchester Boulevard, in the County of Greenville, State of South Carolina, being shown and designated as Lot 93 on plat of Belle Meade recorded in the RMC Office for Greenville County, South Carolina, in Plat Book GG at Page 95, and having according to said plat the following metes and bounds, to-wit:

Beginning at a point on the west side of East Dorchester Boulevard, joint front corner of Lots 93 and 94, and running thence along the common line of said Lots S. 71-00 W. 203 feet to a point, joint rear corner of Lots 93, 94, 119 and 120; thence along the line of Lot 120 N. 16-05 W. 70.05 feet to a point, joint rear corner of Lots 92 and 93; thence along the line of said Lots N. 71-00 E. 199.4 feet to a point on the west side of East Dorchester Boulevard, joint front corner of Lots 92 and 93; thence along the said East Dorchester Boulevard S. 19-00 E. 70 feet to the point of beginning.

This conveyance is made subject to protective covenants, easements and rights-of way of record.

This is the same property conveyed to the grantors herein by deed of Huguenin & Douglas, Inc. dated April 22, 1963, recorded in the RMC Office for Greenville County in Deed Bk. 721, Pg. 128.

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 J. A. Simpson x Thomas E. Holmer
Witness Janice Samuels x Stephanie Holmes

Dated at: First Piedmont Bank 7-26-73
Date

State of South Carolina
County of Greenville

Personally appeared before me J. A. Simpson who, after being duly sworn, says that he saw the within named Thomas E. Holmer and Stephanie Holmes sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Janice Samuels witnesses the execution thereof.

Subscribed and sworn to before me
this 26 day of July, 1973
J. A. Simpson (Witness sign here)

Notary Public, State of South Carolina
My Commission expires: 1/16/80 Real Property Agreement Recorded August 3, 1973 at 11:00 A. M., # 3700

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 33 PAGE 322

SATISFIED AND CANCELLED OF RECORD
25 DAY OF Sept. 1975
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:00 O'CLOCK 2 P. M. NO. 8044