

FILED
AUG 30 1973

REAL PROPERTY AGREEMENT

VOL 983 PAGE 27

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 whatsoever 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 in Greenville County, State of S. C., situate on the Eastern side of Parkens Mill Lake Road in the City of Greenville, and being shown as a tract containing 7.96 acres on a plat of the property of Brooks R. Prince and Doris C. Prince dated March, 1969, prepared by Dalton & Neves, Engineers, recorded in Plat Book X UUU, at Page 71A, RSC Office for Greenville County and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Eastern side of Parkens Lake Road, which iron pin is 1,168.8 feet from the intersection of Parkens Lake Road and East Parkens Mill Road and running thence with the Eastern side of Parkens Lake Road, S. 1-15 E. 143.9 feet to an iron pin; thence still with said road, S. 15-15 W. 137.7 feet to an iron pin at the corner of tract No. 8; thence with tract No. 8, S. 76-40 E. 424 feet to an iron pin; thence S. 56-09 E. 46.6 feet to an iron pin; thence No. 30-11 E. 698.6 feet to an iron pin at the corner of tract No. 2; thence with Tract No. 2, N. 34-45 W. 243.8 feet to an iron pin in the line of tract No. 4; thence with tract No. 4, S. 57-23 W. 747.4 feet to the point of beginning.

This property is conveyed subject to a 75 foot Duke Power Company right-of-way and is also conveyed subject to all other easements, restrictions and rights-of way of record affecting said property.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever becoming due to the undersigned, or any of them, and whatsoever 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 *[Signature]* x William W. Killett Esq
Witness *[Signature]* x Lydia W. Killett
Dated at: Greenville, S.C. 8/29/73 49 Parkens Lake Rd. Greenville

State of South Carolina

County of Greenville

Personally appeared before me John J. DeLoach, Jr. who, after being duly sworn, says that he saw the within named William W. Killett and Lydia W. Killett sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with DeLoach & DeLoach witnesses the execution thereof.

Subscribed and sworn to before me this 29th day of August, 1973. *[Signature]*
Dwight W. Hoffman
Notary Public, State of South Carolina
My Commission expires 8/21/82 Real Property Agreement. Recorded August 30, 1973 at 9:45 A. M. #6341

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