

0.365

RECORDING FEE PAID \$ 1.25

SEP 19 1973 REAL PROPERTY AGREEMENT

VOL 984 PAGE 365

DONNIE S. JAMES... FIRST PIEDMONT BANK AND TRUST COMPANY... In consideration of such loans and indebtedness as shall be made by or become due to...

- 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...
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows: All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the northwesterly side of Wayne Drive, near the city of Greenville, S. C., being known and designated as Lot No. 51, Section No. 2, Edwards Forest, as recorded in the RMC Office for Greenville County, S. C., in Plat Book RR, page 20 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northwesterly side of Wayne Drive, said pin being the joint front corner of Lots 50 and 51 and running thence with the common line of said lots N 33-15 W 173.8 feet to an iron pin, the joint rear corner of Lots 50 and 51; thence S 54-45 W 105.05 feet to an iron pin, the joint rear corner of Lots 51 and 52; thence with the common line of said lots S 33-15 E 170.3 feet to an iron pin on the northwesterly side of Wayne Drive; thence with the northwesterly side of Wayne Drive, N 56-45 E 105 feet to an iron pin, the point of beginning.

For deed into grantor, see Deed Book 853, page 421. This conveyance is subject to all restrictions, setback lines, roadways, easements, and rights and hereby irrevocably authorizes and directs the undersigned to execute and deliver to the 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.

- 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 R. Dennis James x Betty J. McLeod
Witness Betty J. McLeod x Maria Ann McLeod
Dated at: Greenville, S.C. 9/14/73

State of South Carolina
County of Greenville
Personally appeared before me Betty J. McLeod who, after being duly sworn, says that he saw the within named Maria Ann McLeod, van den Brinker sign and execute and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of September, 1973. R. Dennis James Notary Public, State of South Carolina My Commission expires: 8-21-80

Real Property Agreement Recorded September 19, 1973 at 11:30 A. M., # 0165

4328 W-2