

RECORDING PAID \$ 1.25

SEP 20 1973

DOMINIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 984 PAGE 429

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:

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, or otherwise, and hereover 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 the State of South Carolina, County of Greenville, being known and designated as Lot Number 143, Northwood Hills, Section III, as shown on plat dated November 1960, prepared by Piedmont Engineering Service, recorded in Plat Book YY at Page 37 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northern side of Covington Road at the corner of Lot Number 142 and 143 and running thence with Covington Road the following courses and distances: S86-37 W 80 feet, N 76-28 W 60 feet, N 54-38 W 60 feet, and N 26-30 W 60 feet to an iron pin at the corner of Lot Number 144; thence with the common line of Lot 144 and 143, N 64-22 E 225.2 feet to an iron pin; thence turning and running along the common line of Lot 142 and 143, S 3-05 E 195 Feet to the point of beginning.

This is the same property conveyed to the Grantor by deeds recorded in Deed Book 975 at Page 713 and Deed Book 828 at Page 19 in the RMC Office for Greenville County, and is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record, or on the ground, which may affect said lot.

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 hereover 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 R. Dennis Hurrell x Gerald A. Cutler

Witness J. Ann S. Smith x Paris S. Cutler

Dated at: Greenville, S. C. 9/17/73

State of South Carolina
County of Greenville

Personally appeared before me J. Ann S. Smith who, after being duly sworn, says that he saw the within named Gerald A. Cutler and Paris S. Cutler sign, seal, and affix their act and deed delivered the within written instrument of writing, and that deponent with R. Dennis Hurrell witnesses the execution thereof.

Subscribed and sworn to before me this 17th day of September, 1973 J. Ann S. Smith (Witness sign here)

R. Dennis Hurrell
Notary Public, State of South Carolina
My Commission expires: 8-21-82

Real Property Agreement Recorded September 20, 1973 at 10:45 A. M. # 8333

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