



REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to FIRST FIDELITY 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 in respect 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 in the County of Greenville, State of South Carolina, known and designated as Lot No. 18, on plat of Stanton Court Subdivision, recorded in Plat Book PPP at page 143 of the R.M.C. Office for Greenville County, South Carolina and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the east side of the turn-around of Riggs A St. the joint front corner of Lots Nos. 18 and 19; thence with the joint lines of said lots N. 62-22 E 157.6 feet to an iron pin; thence S. 37-49 E 88.4 feet to an iron pin; thence S. 47-13 W. 150.5 feet to an iron pin corner of Lot No. 17; thence with the line of said lot N. 58-58 W. 94.45 feet to an iron pin on the southeastern side of said turn-around; thence with the curve of said turn-around N. 2-50 W. 50 feet to the beginning corner.

This is the identical property conveyed to the Grantor herein by deed of Walter B. Meaders dated November 22, 1968 and recorded in the RMC Office for Greenville County, South Carolina, in Deed Book 856 at page 626.

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 notes, 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 Terrie B. Kingsmore Bobby Joe Bishop  
 Witness Janice A. Bishop  
 Dated at Greenville, South Carolina March 3, 1975

State of South Carolina  
 County of Greenville  
 Personally appeared before me Linda F. Phillips who, after being duly sworn, says that he saw the within named Bobby Joe or Janice A. Bishop sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Terrie B. Kingsmore witnesses the execution thereof.

Subscribed and sworn to before me this 3rd day of March 1975 at Greenville  
John F. Guest  
 Notary Public, State of South Carolina  
 My Commission Expires March 1, 1976

RECORDED MAR 5 '75 At 1:00 P.M. # 20477

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