

FILED

195-101 AUGUST 1968 REAL PROPERTY AGREEMENT

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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, as rental, or otherwise, and hereafter for or on account of that certain real property situated in the County of \_\_\_\_\_, State of South Carolina, described as follows: Also, see attached:

All that lot of land situate on the South side of Eastbourne Road near the city of Greenville, in Greenville County, South Carolina, being shown as property of Thomas A. Moore, on a plat made by Jones Engineering Services, February 8, 1967, recorded in the RMC office for Greenville County, S.C. in Plat Book RRR, Page 11, and having according to said plat the following metes and bounds, to-wit;

Beginning at an iron pin on the South side of Eastbourne Road at the corner of property of Guy Davis and runs thence along said Davis Line S 14-32 E 403.8 feet to an iron pin; thence along the line of other property of the grantor S 64-0 W 72.9 feet to an iron pin; thence still along other property of the grantor N 33-0 W 374.7 feet to an iron pin on the South side of Eastbourne Road; thence along the South side of Eastbourne Road, N 57-0 E 200 feet to the beginning corner.

This is a portion of that property conveyed to me by deed of Alice M. Andes, et al dated February 21, 1951, recorded in the RMC Office for Greenville County, South Carolina in Deed Book 429, Page 407. Grantee to pay 1967 taxes.

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 hereafter 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 Rhonda L. Parson / Thomas A. Moore

Witness Sherman J. Aitch / Thomas A. Moore

Dated at Greenville, S.C. 8/22/68

State of South Carolina  
County of Greenville

Personally appeared before me Rhonda L. Parson who, after being duly sworn, says that he saw the within named Thomas A. Moore sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Sherman J. Aitch witnesses the execution thereof.

Subscribed and sworn to before me this 20 day of August 1968 by Rhonda L. Parson (Witness sign here)

Robert M. Schneider  
Notary Public, State of South Carolina  
My Commission expires March 7, 1968

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