

FILE
SEP 1 1976
DUNN & COMPANY
RECORDERS

REAL PROPERTY AGREEMENT

VOL 1042 PAGE 338

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 howsoever for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that apiece parcel or lot of land in the County of Greenville, State of South Carolina, situate, lying and being on the northeastern side of Abingdon Way, being known and designated as Lot No. 91 of Section 2, Wellington Green Subdivision, plat of which is recorded in the RMC Office for Greenville County, in Plat Book YY, at Page 117, and having such metes and bounds as shown thereon, reference to said plat being made for a more complete description.

This is the same property as that conveyed to the grantors by Deed recorded in the RMC Office for Greenville County, in Deed Book 881, at Page 585.

This conveyance is subject ~~HEREIN~~ to all restrictions, setback lines, roadways, zoning ordinances, easements, and rights-of-way appearing on the property and/or of record.

The grantee assumes and agrees to pay that certain mortgage to First Federal Savings & Loan Association, dated July 20, 1972, in the original amount of \$24,000.00, recorded in the RMC Office for Greenville County, in Mortgage Book 1241, at Page 652, and having a present balance of \$23,335.26

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 howsoever 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 Sybil J. Farrow x J. Douglas Plowden

Witness Angela Smith x Mrs. J. Douglas Plowden

Dated at: Greenville 7/19/76
Date

State of South Carolina
County of Greenville

Personally appeared before me Sylvia Smith who, after being duly sworn, says that he saw
the within named J. Douglas Plowden sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Sybil J. Farrow
witnesses the execution thereof.
(Witness)

Subscribed and sworn to before me
this 19th day of July, 1976
Sybil J. Farrow (Witness sign here)
Angela Smith
Notary Public, State of South Carolina
My Commission expires: 8/14/79

RECORDED SEP 1 '76 At 11:30 A.M.

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