



REAL PROPERTY AGREEMENT

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...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...

- 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, as rental, or otherwise...

All that piece, parcel or lot of land, being known and designated as Lot #14 on a plat entitled "Old Mill Estates, Section 1" recorded in the RMC Office for Greenville County in Plat Book 000 at Page 159. According to said plat, the property is more fully described as follows:

Beginning at an iron pin on Old Mill Road at the joint front corner of Lots Nos. 14 and 27 and running thence along the joint line of said lots N. 55-03 W. 187.4 feet to an iron pin; thence N. 42-36 E. 60 feet to an iron pin; thence N. 24-48 E. 40 feet to an iron pin at the joint rear corner of Lots Nos. 14 and 15; thence with the joint line of said lot S. 55-06 E. 172.6 feet to an iron pin on Old Mill Road; thence with said road S. 27-00 W. 100 Feet to an iron pin, the point of beginning.

The property conveyed herewith is conveyed subject to all easements, restrictions and rights of way of record and on the ground.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property...

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 Linda H. Burchett x Dan C. Spriet
Jane T. Spriet
Patricia Rossi

Dated at: Greenville, S.C. 4/17/77

State of South Carolina
County of Greenville

Personally appeared before me Linda H. Burchett who, after being duly sworn, says that he saw the within named Dan C. And Jane T. Spriet sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patricia Rossi witnesses the execution thereof.

Subscribed and sworn to before me this 13 day of Jan 1977 Linda H. Burchett (Witness sign here)

Notary Public, State of South Carolina
My Commission expires: 3/31/76

RECORDED JAN 19 1977

At 11:00 A.M.

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