

JAN 24 1978

REAL PROPERTY AGREEMENT

4328 RV-2

1. In consideration of such loans and indebtedness as shall be made by or for BANK OF FIRST FEDERAL 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:

2. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein.

3. 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.

4. 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 whatsoever for or on account of that certain real property situated in the County of Greenville

State of South Carolina, described as follows: All that piece, parcel or lot of land situate, lying and being on the southern side of Stevenson Lane in Greenville County, SC, being shown as Lot No. 1 on a plat of LEE HEIGHTS (a revision of Lots 30 through 34) made by Campbell & Clarkson, Surveyors, dated 6 December 1967 and recorded in the RMC Office for Greenville County in plat book WWW, page 7, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the southern side of Stevenson Lane at the joint front corners of lots Nos. 1 & 2, and running thence along the common line of said lots, S. 26-34E., 249.78 feet to an iron pin; thence along the rear line of Lots Nos. 89, S. 63-48W., 100 feet to an iron pin; thence along the line of property now or formerly owned by Bookless N. 26-34W., 250 Feet to an iron pin on Stevenson Lane; thence along the southern side of Stevenson Lane, N. 68-46E., 100 feet to an iron pin, the beginning corner. The above property is part of the same conveyed to the Grantor by deed of R. D. Young, et al., recorded in the RMC Office for said County and State in Deed Book 835, page 124, & is hereby subject to utility rights of way and building restrictions of public record.

and hereby agree with Bank and Bank's assigns, successors and assigns to pay to Bank, all rent and all other monies whatsoever and whatever, including due to the undersigned, or any of them, and whatsoever for or on account of said real property, and hereby agree to pay to Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to execute and file such leases, grants and other instruments, received in payment of, and to receive, receipt for and to enforce payment, & to do all things, of all such rents and sums, but agree that Bank shall have no obligation so to do, or to perform or discharge any obligation, of the undersigned or the undersigned in connection therewith.

5. That in default or non-payment of the rent or any of the terms herein, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire debt, principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

6. That Bank may and is hereby authorized and permitted to have this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

7. 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, executors, administrators, assigns, successors and assigns, and shall be the benefit of Bank and its assigns and assigns. The signature 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 the person may and is hereby authorized to rely thereon.

Witness *Randal Holcombe*

Witness *Sylvia A. Smith*

Dated at Greenville, South Carolina 19 January 1978

State of South Carolina
County of Greenville

Testimonially appeared before me *Randal Holcombe*

the within named *Curtis and Linda Davis*

act and deed deliver the within written instrument of writing, and that request with *Sylvia A. Smith*

witnesses the execution of these:

Subscribed and sworn to before me this 19 January 1978

Betty J. Kuckler
Notary Public, State of South Carolina
My Commission Expires 12/31/87

Randal Holcombe
(Witness Sign Here)

RECORDED JAN 24 1978

At 11:30 A.M.

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