

FILED
JUN 29 1981
GREENVILLE
SOUTH CAROLINA

REAL PROPERTY AGREEMENT

BOOK 1150 PAGE 700

In consideration of such loans and indebtedness as shall be made by or for the undersigned 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 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.

2. Herely 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 however 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 City of Greenville consisting of Lot Numbers 54 and 55, Block D, of Augusta Court, as shown on a plat prepared by Arbor Engineering, Inc. and recorded in the Greenville County R.M.C. Office in Plat book 7-X at Page 85 and having the following metes and bounds according to said plat:

Beginning at an old iron pin at the joint front corner of Lots 55 and 56 on Augusta Court and proceeding N55-04 E, 83.0 feet to a new iron pin, thence S 39-51W, 112.36 feet to a new iron pin, thence S 51-39W, 83.0 feet to an old iron pin, thence N 39-14W, 39.69 feet to an old iron pin, thence N 39-58W, 77.61 feet to an old iron pin at the point of the beginning.

and hereby irrevocably authorize and direct all lessees, tenants, 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 however for or on account of said real property, and hereby irrevocably appoint Bank, its 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 such rents and sums, but agrees that Bank shall have no obligation so to do, or to perform or discharge any collection 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 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 void 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, of them, may and is hereby authorized to rely thereon.

RECORDED JUN 29 1981 1475

Witness Harry L. Huffman Jenkins L. Richardson

Witness Susan W. Huffman Katherine D. Richardson

Dated at Greenville, SC 6/26/81

State of South Carolina
County of Greenville

Subscribed and sworn to before me on this 26th day of June, 1981 at Greenville, South Carolina, by Harry L. Huffman and Jenkins L. Richardson and Susan W. Huffman and Katherine D. Richardson as their witnesses the execution of these:

Subscribed and sworn to before me on this 26th day of June, 1981 at Greenville, South Carolina, by Susan W. Huffman and Katherine D. Richardson as their witnesses the execution of these:

Subscribed and sworn to before me on this 26th day of June, 1981 at Greenville, South Carolina, by Susan W. Huffman and Katherine D. Richardson as their witnesses the execution of these:

8/21/82 RECORDED JUN 29 1981 at 12:45 P.M. 36983

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