

GREENVILLE CO. S. C.

NOV 12 3 54 PM '81

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to the Ventilated Awning Corporation (hereinafter referred to as Company) 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

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; and
2. Without the prior written consent of CO, 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; and
3. Hereby assign, transfer and set over to CO, 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 certain piece, parcel and lot of land, with all buildings and improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, and known as No. 102 East Terramont Drive, and being shown on the Greenville County Tax Maps as Lot 3, Block 1, Sheet 538.1.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to CO. 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, and hereby irrevocably appoint CO, 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 CO, 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 CO. when due, CO. at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to CO. to be due and payable forthwith.
5. That CO, may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as CO, in its discretion, may elect.
6. Upon payment of all indebtedness of the undersigned to CO, 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 CO, and its successors and assigns. The affidavit of any officer or department manager of CO, 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.

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Witness [Signature] x Robert J. Mimms, Jr.  
 Witness Lynda B. Mayfield x

Dated at: Greenville, South Carolina November 11, 1981  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Vance B. Shaverdy who, after being duly sworn, says that he saw the within named Robert J. Mimms, Jr. sign, seal, and as his act and deed deliver the within written instrument of writing, and that deponent with Lynda B. Mayfield witnesses the execution thereof.

Subscribed and sworn to before me  
this 11th day of November, 1981  
Lynda B. Mayfield  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

[Signature]  
(Witness sign here)

RECORDED NOV 12 1981

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