

RECORDING FEE
PAID \$ 1.25

FILED
GREENVILLE CO. S. REAL PROPERTY AGREEMENT

VOL 971 PAGE 490

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 piece, parcel or lot of land situate, lying and being on the Southern side of Stevenson Lane in Greenville County, S. C., being on the Southern side of Stevenson Lane in Greenville County, S. C., being shown as Lot No. 1 on a Plat of LEE HEIGHTS (a revision of Lots 30 through 34, Dixie Farms) made by Campbell & Clarkson, Surveyors, dated December 6, 1967, & recorded in the RMC Office for Greenville County, S. C., in Plat Book WVV, 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 and 2, and running thence along the common line of said lots, S. 26-04 E., 249.78 feet to an iron pin; thence along the rear line of Lots Nos. 89, S. 63-43 W., 100 feet to an iron pin; thence along the line of property now or formerly owned by Bookless, N. 26-04 W., 250 feet to an iron pin on Stevenson Lane; thence along the Southern side of Stevenson Lane, N. 63-46 E., 100 feet to an iron pin, the beginning corner.

The above described property is a 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 114, & is hereby conveyed subject to utility rights of way and building restrictions of public record.

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, 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 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.

GREENVILLE CO. S. C.

MAR 30 1 55 PM '73
DONNIE S. STARK
R.H.C.

Witness: J. A. Simpson x [Signature]
 Witness: Sandi Casey x Linda L. Davis
 Date at: First Piedmont Bank - 5-27-73 Date

State of South Carolina
County of Greenville

Personally appeared before me J. A. SIMPSON who, after being duly sworn, says that he saw the within named Curtis W. Davis AND Linda L. Davis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with SANDI CASEY witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of March, 1973
J. A. Simpson (Witness sign here)
Notary Public, State of South Carolina
My Commission expires: 3/7/79

SATISFIED AND CANCELLED OF RECORD
21st DAY OF Jan 1977
Donnie S. Stark
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:30 CLOCK A M. NO. 19428

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 44 PAGE 667