

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to 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:

- 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 moreover for or on account of that certain real property situated in the County of

State of South Carolina, described as follows: ANY and all interest in that piece, parcel or lot of land situate, lying and being at the southeast corner of the intersection of Russell Avenue and McDonald Street, in the City of Greenville, County of Greenville, State of South Carolina and being known and designated as Lot No. 28 of a subdivision known as North Hills, which Plat is recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book H, Page 90, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Russell Avenue at the joint corner of Lots 27 & 28 and runs thence along the line of Lot 27 S. 19-30 W. 140 feet to an iron pin; thence along the line of Lot 25B N. 70-30 W. 55 feet to an iron pin on the east side of McDonald Street; thence along McDonald street N. 19-30 E. 140 feet to an iron pin at the intersection of McDonald Street and Russell Avenue; thence along Russell Avenue S 70-30 E. 55 feet to the beginning corner.

THIS being the same property conveyed to grantor and grantee by a deed from B. J. Fuller dated March 18, 1971 and recorded in the R.M.C. Office for Greenville County at Volume 911, page 95.

and hereby irrevocably authorize and direct all lessees, escrow 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 moreover 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 re-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 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 D.C. Austin and James T. Hammond
Witness Susan W. Hoffman
Dated at: Greenville, S.C. 8/5/75

State of South Carolina
County of Greenville
Personally appeared before me D.C. Austin who, after being duly sworn, says that he saw the within named James T. Hammond sign, seal, and as their ace and deed deliver the within written instrument of writing, and that deponent with Susan W. Hoffman witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of August, 1975 D.C. Austin (Witness sign here)
Betty D. Ashley
Notary Public, State of South Carolina
My Commission expires: 3-7-85

RECORDED AUG 11 '75 At 12:00 P.M. 3750

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