

AUG 21 1978
RECORDED

REAL PROPERTY AGREEMENT

1955 2:307

... First-Citizens Bank and Trust
... until all of such loans and
... until the death of the last survivor of the undersigned, whichever

1. ... of every and unpaid or levied upon the real property described herein.

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. I 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 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 piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being on the southern side of Lee Road in Greenville County, South Carolina, being known as Lot No. 4 on a plat of the property of B. M. Grant made by C. C. Jones Engr., dated October 18, 1955, and being a portion of Tracts Nos. 10 and 11, on a plat of property of James Edwards recorded in the RMC Office for Greenville County SC in Plat Book M page 125 and having according to said plat the following metes and bounds to-wit:

BEGINNING at an iron pin on the southern side of Lee Road said iron pin being located 127.2 feet west of the southwestern corner of the intersection of Lee Road with Donnon (Edwards) Road and running thence S. 16-38 E., 150 feet to an iron pin thence along the line of Lot No. 2, S. 67-05 W., 90.7 feet to an iron pin thence N. 16-38 W., 160 feet to an iron pin on Lee Road; thence along the southern side of Lee Road N 73 22 E 90 feet to an iron pin the point of BEGINNING.

The above described property is the same conveyed to the grantor by deed of Ann Massingille recorded in Deed Book 1037 at page 433 on June 4, 1976, and by deed of Lucille E. James et al recorded in Deed Book 1035 at page-756 on May 5, 1976, and is hereby conveyed subject to rights of way, easements, conditions, roadways, setback lines and restrictive covenants reserved on plats and other instruments of public record and actually existing on the ground affecting said property.

... 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, 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 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.

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Witness Joy Arms X John P. Shewbert

Witness Laura L. Brown X
dated at Greenville, S.C. 8/17/78
Date

State of South Carolina
County of Greenville

Personally appeared before me Joy Arms who, after being duly sworn, says that he saw the within named John P. Shewbert (witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposited with Laura L. Brown (witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 17 day of August, 1978
Joy Arms (Witness sign here)

Christina P. deBorja
Notary Public, State of South Carolina
My Commission expires: 11/16/87

RECORDED AUG 21 1978 at 10:30 A.M. 5528

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