

GREENVILLE
AUG 25 1978
DORRIS S. TANKENSKI
R.M.C.

REAL PROPERTY AGREEMENT

WV 1000

In consideration of such loans and indebtedness as shall be made by or become due to **FIRST Citizens 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 certain peice, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southern side of Rolling Green Circle, in Greenville County, South Carolina, being known and designated as a portion of Lot No. 23 on a plat entitled, Land Survey for Rolling Green Real Estate Co., made by J.Q. Bruce, Surveyor, dated August 24, 1961, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX at page 33 and being more particularly described according to a plat entitled, Plat prepared for Douglas C. Snipes and Marjorie R. Snipes made by Arbor Engineering dated February 22, 1978 containing 1.00 acre, as follows:

BEGINNING at an iron pin on the southern side of Rolling Green Circle at the joint corner of the within described property and Lot No. 33; and running thence along the common line of said properties, S. 16-50-00 W., 396.68 feet to an iron pin; thence S. 16-39-45 W., 208.49 feet to an iron pin; thence along a new line through Lot No. 23, N. 31-00-49 E., 580.8 feet to an iron pin on the southern side of Rolling Green Circle, N. 58-59-11 W., 150.0 feet to an iron pin, the point of BEGINNING.

The above property is a portion of the same conveyed to D.C. Snipes by deed of M. Lee Powell, III recorded February 28, 1978 in Deed Book 1074, page 408.

and hereby irrevocably authorize and direct all lessees, estrow 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 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 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.

GREENVILLE
AUG 25 1978
1150

Witness Teresa R. Almorovar [Signature]

Witness David C. Austin [Signature]

Dated at: GREENVILLE, S.C. 11/12/78

State of South Carolina
County of GREENVILLE

Personally appeared before me DAVID C. AUSTIN who, after being duly sworn, says that he saw the within signed DOUGLAS C. SNIPES sign, seal, and as their act and deed believe the within written instrument is voluntary and that he is duly sworn to witness the execution thereof. TERESA R. ALMORAVAR (attorney)

Subscribed and sworn to before me this 18 day of August 1978 [Signature] (Notary sign here)

My Commission Expires 12-31-80

RECORDED AUG 25 1978 at 1:38 P.M.

6236

4328 RV-2