

DOMINIC S. TANKENLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

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MAR 5 1979
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... 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-two years following the death of the last survivor of the undersigned, whichever is later, 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 notes now due and hereafter becoming due to the undersigned, as rental, or otherwise, and now due for or on account of that certain real property situated in the County of **Greenville**, State of South Carolina, described as follows:

ALL that lot of land with the buildings and improvements thereon situate on the south side of Tanwood Circle in the Town of Simpsonville, Austin Township, Greenville, South Carolina, being shown as Lot 320 of Section 4 of Westwood Subdivision, recorded in the RMC Office for Greenville, S. C. in Plat Book 4-R, Page 30 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the south side of Tanwood Circle at the joint corner of Lots 319 and 320 and runs thence along the line of Lot 319 S. 5-45 E. 140 feet to an iron pin; thence along the line of Lot 328 S. 86-30 W. 88.5 feet to an iron pin; thence along the line of Lot 321 N. 4-45 W. 140 feet to an iron pin on the south side of Tanwood Circle; thence along Tanwood Circle N. 89-37 E. 8.2 feet to an iron pin; thence continuing along Tanwood Circle N. 86-13 E. 77.8 feet to the beginning corner.

and hereby irrevocably authorize and direct all trustees, escrow holders and others to pay to Bank, all rent and all other notes whatsoever and whenever becoming due to the undersigned, or any of them, and hereafter 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, testates, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The signature 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.

Wanda Meyer / *Normie L. Anderson*

Deborah Evans / *Debra J. Anderson*

City of *Greenville, S.C.* 3/1/79

State of *South Carolina*
County of *Greenville*

Witness my hand and seal this *1st* day of *March*, 1979, at *Greenville, S.C.*

Wanda Meyer
Deborah Evans
Christine D. Anderson

RECORDED **MAR 5 1979** at 12:30 P.M.

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