

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to First-Citizens Bank & 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 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 however for or on account of that certain real property situated in the County of Durham, State of South Carolina, described as follows:

DONNIE S. TANKERSLEY  
 R.M.C.  
**FILED**  
 MAR 12 1979  
 7:18 AM  
 10112123456

15 Drexel Ave. being shown as lot 36 on a plat of Lake Forest Heights, recorded in Plat Book N.B. at page 153.

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 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 receive 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 collection, duty or liability of the undersigned in connection therewith.

4. That in default of 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 C. Perry Earle III ✓ Dat C. Nguyen  
 Witness Phu Y. T. Han  
 Dated at Durham 3/5/79

State of South Carolina  
 County of Durham

I, Robert Lindsey, who, after being duly sworn, says that he saw the within named Dat C. Nguyen & Phu Y. T. Han sign, seal, and as their act and deed deliver the within written instrument in writing, and that deposit with C. Perry Earle III witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of March 1979 at Durham, North Carolina.  
Linda B. Burkett  
Linda L. Lindsey (Witness sign here)

RECORDED MAR 12 1979 at 12:00 P.M. 26011

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