

R.M.C.
FILED

MAY 8 1979

REAL PROPERTY AGREEMENT

VOL 1152 PAGE 24

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 is 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 whatsoever for or on account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows: **Unit No. 13-D in Briarcreek Condominiums, Horizontal Property Regime, situate on or near the Southerly side of Pelham Road in the City of Greenville, County of Greenville, State of South Carolina, as more particularly described in Master Deed and Declaration of Condominium, dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, State of South Carolina, in Deed Book 956 at page 99.**

The within conveyance is made subject to the reservations, restrictions, and limitations on use of the above described premises and all covenants and obligations set forth in Master Deed and Declaration of Condominium, Dated September 20, 1972, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 956 at page 99 and set forth in the By-Laws of Briarcreek Association, Inc., attached thereto, as the same may hereafter from time to time be amended; all of said reservations, restrictions, limitations, assessments or charges and all other covenants, agreements, obligations, conditions and provisions are incorporated in the within deed by reference and constitute covenants running with the land, equitable servitudes and liens to the extent set forth in said documents and as provided by law all of which are hereby accepted by the grantee herein and their heirs, administrators, executors and assigns.

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 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.

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-2-
MAY 8 1979

Witness Herbert B. Dodson

Witness Mary J. Poljanski

Dated at Greenville, S. C. April 18, 1979

State of South Carolina
County of Greenville

Personally appeared before me R. L. Dallen, after being duly sworn, says that he saw the within named Herbert B. Dodson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mary J. Poljanski witnesses the execution thereof.

Subscribed and sworn to before me this 18th day of April, 1979
R. L. Dallen
Notary Public, State of South Carolina
My Commission expires: 3/24/79

RECORDED MAY 8 1979 at 1:30 PM

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