

FILED

REAL PROPERTY AGREEMENT

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MAY 22 1979 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 is longer, jointly and severally, promise and agree as follows:

1. 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 those two (2) lots or tracts of land lying in the State of South Carolina, County of Greenville, on the Southern side of an unnamed road leading to Woodruff Road, Highway 146, and shown as Tracts 1 and 2 on a plat of property of W. R. Cox and Mrs. N. L. Cox by C. F. Webb, dated April 12, 1969, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin near the center of said unnamed road and running thence along the center of said road, S. 65-48 E., 379 ft. to and iron pin; thence along the center of a ditch, the following courses and distances: S. 24-23 W., 283.6 ft.; S. 34-53 W., 187.4 ft.; S. 20-53 W., 107 ft. to an iron pin; S. 40-23 W., 292 ft. to an iron pin; S. 71-03 W., 125 ft. to an iron pin; S. 14-18 W., 132 ft. to an iron pin and S. 56-03 W., 158.3 ft. to the rear joint corner of tracts 1 and 2; thence N. 84-32 W., 254 ft. to an iron pin; thence N. 17-55 E., 450 ft. to an iron pin; thence N. 36-10 E., 858 ft. to an iron pin at the point of beginning.

This property is conveyed subject to easements, rights-of-way and restrictions of record.

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 realize 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 D.C. Austin and Geneva D. Lawrence

Witness Jill L. Simmons

at Greenville, SC

5/11/79

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State of South Carolina Greenville

Subscribed and sworn to before me D.C. Austin

who, after being duly sworn, says that he saw

the within and signed GENEVA D. LAWRENCE

sign, seal, and as their

act and deed before the within station of the State of South Carolina and that he acted with Jill L. Simmons

Witness the said Jill L. Simmons

1-25-81

Notary Public in and for the State of South Carolina My Commission Expires May 13, 1979

D.C. Austin

RECORDED MAY 22 1979 31202

at 1:00 P.M.

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