

DONNIE S. TANKERSLEY
 R.M.C.
FILED
 MAY 3 1979
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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 are 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 lot of land, with the buildings and improvements thereon, situate on the Southeast side of Sellwood Circle, near the Town of Simpsonville, Austin Township, Greenville County, South Carolina, being shown as Lot No. 52, on Plat of Section 1, of Westwood Subdivision, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book 4-F, at Page 21, and having, according to said plat, the following metes and bounds, to-wit:
 BEGINNING at an iron pin on the Southeast side of Sellwood Circle, at the joint corner of Lots 51 and 52, and runs thence along the line of Lot 51, S. 42-43 E., 134.8 feet to an iron pin; thence continuing along the line of Lot 51, due east, 85 feet to an iron pin; thence along the line of Lot No. 44, N. 0-06 E., 40 feet to an iron pin; thence along Lot 43, N. 23-38 W., 156.6 feet to an iron pin on the Southeast side of Sellwood Circle; thence along Sellwood Circle, S. 53-24 W., 141.7 feet to the beginning corner.
 This conveyance is subject to all restrictions, zoning ordinances, easements, rights-of-way, of record, affecting the above described property. This being the same property conveyed to the grantors herein by deed of Charles A. Lamb, dated October 6, 1970, recorded in the RMC Office for Greenville County, S. C., in Deed Book 900, at Page 23.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenssoever 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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Witness Suzanne Taylor x Ron May
 Witness Alvin Haslam x Sandra May
 Dated at Greenville, South Carolina, this May 3, 1979

State of South Carolina
 County of Greenville
 Personally appeared before me Suzanne Taylor who, after being duly sworn, says that he saw
 the within named Ron May and Sandra May sign, seal, and as their
 act and deed believe the within written instrument of writing, and that together with Alvin Haslam
 witnesses the execution thereof.
 Subscribed and sworn to before me
 this 3rd day of May, 1979
Mary J. Bodynski
 Notary Public, State of South Carolina
 My Commission Expires 4/1/88

RECORDED MAY 31 1979
 at 13:30 P.M. 35234

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