

FILED

R.M.C.

JUL 26 1979

REAL PROPERTY AGREEMENT

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In consideration of such sums 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, 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 now or hereafter for or on account of that certain real property situated in the County of Greenville State of South Carolina, described as follows:

All that piece, parcel or lot of land situate, lying and being in the county of Greenville, state of South Carolina, and being shown as Lot No. 84 on a plat of Hillsborough, Section II, prepared by Jones Engineering, dated November 11, 1970 and recorded in plat book 4F at page 51 in the RMC Office for Greenville County, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Basswood Drive, at the joint front corner of lots Nos. 84 & 85, and running thence with the joint line of said lots S. 57-24 W. 140 feet to an iron pin; thence S. 32-36 E. 110 feet to an iron pin at the joint rear corner of Lots 83 & 84; thence with the joint line of said lots N. 57-24 E. 140 feet to an iron pin on the western side of Basswood Drive; thence said drive N. 32-36W. 110 feet to an iron pin, the point of beginning.

This is the same lot conveyed to grantors by Jack Pond and Laura E. Pond by deed dated and recorded March 26, 1975 in deed vol. 1016 page 4 of the RMC Office for Greenville County, S.C. and is conveyed subject to any restrictions, reservations, zoning ordinances, or easements that may appear of record, on the recorded

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 now or 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, 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.

(see attached)

Witness: James T. Bladon X Cynthia P. Sprinkle
Robbie T. Pearson X John P. Sprinkle
July 24, 1979

State of South Carolina
County of Greenville

Personally appeared before me James T. Bladon who, after being duly sworn, says that he saw the within named Cynthia P. and John P. Sprinkle sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robbie T. Pearson witnesses the execution thereof.

Subscribed and sworn to before me
24th day of July 1979
Doris L. Duncan (Notary Public, State of South Carolina)
James T. Bladon (Witness sign here)

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