



REAL PROPERTY AGREEMENT BOOK 1134 PAGE 34

such loans and indebtedness as shall be made by or become due to First-Citizens Bank and Trust (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 first occurs, the undersigned, jointly and severally, promise and agree as follows:

1. That the undersigned, jointly and severally, shall pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below.

2. That the undersigned, jointly and severally, shall, 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 piece, parcel or lot of land in the State and County aforesaid, being known and designated as lot 55, as shown on a plat of "Section No. 1, Caroline Court," dated September, 1953 by Dalton & Neves Engineers, recorded in the RMC Office for Greenville County in Plat Book EE, Page 44, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING At an iron pin on Manhattan Boulevard at joint front corners of Lots 54 and 55 and running thence along the lines of said lot, S.21-10 E. 194.9 feet to an iron pin at line of Lot 56: thence running with line of said Lot, N. 25-15 E. 198.7 feet to iron pin on Manhattan Boulevard: thence running with said Boulevard, N. 89-21 W. 155 feet to iron pin at point of beginning. This being the same property conveyed to James E. Ernest from O. J. Ferguson by deed recorded in the RMC Office for Greenville County, S. C., in Deed Book 1096, Page 170, recorded January 29, 1979.

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.

SC70 - ST2380 1148

Witness Sylvia Smith x [Signature]
Witness Susan C. Phillips x [Signature]
Dated at: Greenville, SC. 9/23/80

State of South Carolina
County of Greenville
Personally appeared before me Sylvia Smith who, after being duly sworn, says that he saw the within named [Signatures] who, after being duly sworn, says that he saw act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Susan Phillips (Witness)

Subscribed and sworn to before me this 23rd day of September 1980, Sylvia Smith (Witness sign here)

Sotary Public, State of South Carolina
My Commission expires 3/31/84
RECORDED SEP 23 1980 at 12:30 P.M.

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