

REAL PROPERTY AGREEMENT

141 REC 266

In 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 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. 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. Herely 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 County of Greenville, State of South Carolina, situate, lying and being on the western side of Birman Court and being known and designated as the major portion of Lot No. 13 on a plat of Birman Woods Subdivision, recorded in the REC Office for Greenville County in Plat Book 5-D at page 56, and having such notes and towns as shown thereon, reference to said plat being made for a more complete description.

and hereby irrevocably authorize and direct all lessees, assign 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 agree that Bank shall have no obligation as 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

Witness James C. Harris, W. Barry Alfred

Witness W. Barry Alfred, Greenville, S.C., January 15, 1981

State of South Carolina, County of Greenville

Personally appeared before me W. Barry Alfred, who, after being duly sworn, says that he is the within named Thomas A. Pollock, and that he has read and well understood the within written instrument of writing, and that he consent with witnesses the execution thereof

Subscribed and sworn to before me this 15th day of January, 1981, James C. Harris, Notary Public, State of South Carolina

Recorded JAN 20 1981 at 11:30 A.M.

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