

OCT 8 1981
Diana S. Smith
COMPANY RMC

REAL PROPERTY AGREEMENT

BOOK 1156 PAGE 499

loans and indebtedness as shall be made by or become due to First-Citizens Bank and Trust Company RMC (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 become 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 piece, parcel or lot of land with all buildings and improvements thereon situate in Greenville Township, Greenville County, State of South Carolina, lying and being on the Southern side of Durham Street, near the City of Greenville, known and designated as LOT NO. 11 on a plat of property of Central Realty Corporation made by Pickell & Pickell, June 2, 1946, recorded in the REC Office for Greenville County in Plat Book B, at page 199 and having, according to said plat, the following metes and bounds:

BEGINNING at a stake at the Southeastern intersection of Durham Street and Merritt Street and running thence along said Merritt Street, South 18-93 East 150 feet to a stake on said Merritt Street, which is the rear corner of Lot 11; thence North 69-30 East 80 feet to a stake at the rear corner of Lot 12; thence along the line of said lot, North 22-00 West 150 feet to a stake on Durham Street; thence along the said Durham Street, South 69-30 West 70 feet to the point of beginning.

Being the same property conveyed to the Grantor herein by deed of Raymond A. Chastain dated February 10, 1962 and recorded in the REC Office for Greenville County in Deed Book 692, at page 136.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever 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.

Witness Delfia Smith x Ruby A. Ward

Witness Gail Arceneaux x

Dated at: Greenville 10-2-81
Date

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 Ruby WARD sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Gail Arceneaux
witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me
this 20th day of October, 1981 Delfia Smith
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires: 5/2/84

RECORDED OCT 8 1981 at 10:30 A.M.

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