

BOOK 77 PAGE 1002
REAL PROPERTY AGREEMENT VOL. 1108 PAGE 717

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 _____, State of South Carolina, described as follows:

ALL THAT Piece, parcel or lot of Land, together with ALL Buildings and improvements thereon, SITUATE, LYING AND BEING ON THE Northern side of Ashwood Drive, Greenville County, SC. SHOWN AND Designated as Lot No. 212 ON PLAT OF Pineforest MADE BY Dalton & Neves, Engineers DATED AUGUST 1959 & recorded in the RMC Office for Greenville County, S.C. in PLAT AT Pages 106 AND 107.

DONNIE S. TANKERSLEY
 BOOK L E D
 AUG 6 1979
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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 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 as to or, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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.

This Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such place as Bank, in its discretion, may elect.

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, executors, administrators, successors and assigns, and those 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 or remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person who is hereby authorized to sign therein.

Witness Robbie T. Pearson & Ronald A. Jordan
 Witness Leila L. Lindsey & Patricia M. Jordan
 AUG 1 1979

State of South Carolina
 County of Greenville
 Personally appeared before me Robbie T. Pearson who, after being duly sworn, says that he saw the within named Ronald A. and Patricia M. Jordan sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent upon Leila L. Lindsey witnesses the execution thereof.

Subscribed and sworn to before me
 this 1st day of August 1979
Donna Duncan
 My Commission expires _____
Robbie T. Pearson
 (Witness sign here)

RECORDED AUG 6 1979
 at 1:00 P.M.

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