

DONNIE S. TANKERSLEY  
R.M.C.  
**FILED**

**REAL PROPERTY AGREEMENT**

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In consideration of such sum of money as is hereinafter provided for to be loaned to the undersigned by **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, do hereby 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, or any interest therein.

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, convey over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and 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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon situate, lying, and being in the State of South Carolina, County of Greenville, on the northeastern side of Old Mill Court, being shown and designated as Lot No. 20 on a plat entitled "Old Mill Estates", by J. O. Bruce, Registered Surveyor, dated March 18, 1964, and recorded September 14, 1967, in Greenville County Plat Book 000 at page 159 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern side of Old Mill Court at the joint front corner with Lot No. 18, and running thence with the northeastern side of Old Mill Court S. 71.00 E. 100 feet to an iron pin at the joint front corner with Lot No. 22; thence with the joint line with Lot No. 22 N. 19-00E. 191.6 feet to an iron pin on the joint rear line of Lot No. 21; thence with the joint line with Lots Nos. 21 and 19 N. 80-00 W. 101.2 feet to an iron pin at the joint rear corner with Lot No. 18; thence with the joint line with Lot No. 18 S. 19-00 W. 175.8 feet to the point of beginning.

and hereby irrevocably and exclusively authorized, appointed, empowered, authorized and others to pay to Bank, all rent and all other monies whatsoever and when due, and to receive, receipt for and to endorse, ratify, execute, deliver, acknowledge, and to receive, receipt for and to enforce payment, the same as if they were the undersigned, and to do all things necessary to carry out the intent and purpose of this agreement, and to execute and discharge any and all obligations and liabilities of the undersigned in connection therewith.

4. That in default of payment of the rent or other sums due at 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 have 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 under 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 the person may and is hereby authorized to rely thereon.

Witness D.C. Austin Walter H. Williamson

Witness Jane J. Spence Walter H. Williamson

Witness GREENVILLE July 13, 1979

Witness GREENVILLE

Witness D.C. Austin who, after being duly sworn, says that he saw

Witness Walter H. Williamson and Jane J. Spence who, after being duly sworn, says that he saw

Witness JANE J. SPENCE and in their

presence the above signed and sworn to.

Witness 1301 July 79 D.C. Austin

Witness 12-30-80

RECORDED JUL 24 1979 at 10:30 A.M.

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