

DONNIE S. TANKERSLEY
R.M.C.
FILED

REAL PROPERTY AGREEMENT

VOL. 1110 PAGE 16

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:

AM 7:30 PM
7/8/79

1. 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

2. 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 certain piece, parcel, or lot of land, with the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 1 of a subdivision known as Woodruff Road Heights according to a plat thereof prepared by Jones Engineering Services dated April, 1971, and recorded in the R.M.C. Office for Greenville County in Plat Book 4 G, at Page 159 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Woodruff Road at the joint front corner of Lots Nos. 1 and 2, and running thence with the joint line of said lots, N.40-35 E. 326 feet to the joint rear corners of Lots Nos. 1 and 2; running thence with the rear line of Lot No. 1, S.44-40 E. 184.5 feet to an iron pin on Lori Drive; running thence with the western side of Lori Drive, S. 29-19 W. 21.3 feet; thence S. 32-35 W. 86.5 feet; thence S. 39-05 W. 86.5 feet; thence S. 42-20 W. 116 feet; thence N. 87-20 W. 26 feet to a point on the northern side of Woodruff Road; thence running with Woodruff Road, N. 44-40 W. 177.6 feet to the point of beginning; being the same conveyed to me by A. M. Bridges by deed dated January 5, 1973 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 964, at Page 338. This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record, on the recorded plat(s) or on the premises.

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 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 constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

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Witness R. L. Ballenger x Marvin S. Drummond
Witness Suzanne Taylor x Clara Faye Drummond

Dated at: Greenville, South Carolina 8/17/79
Date

State of South Carolina
County of Greenville

Personally appeared before me R. L. Ballenger Suzanne Taylor, who, after being duly sworn, says that he saw the within named Marvin S. Drummond and Clara F. Drummond sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Suzanne Taylor - R. L. Ballenger witnesses the execution thereof.

Subscribed and sworn to before me
this 17th day of August, 1979
Mary J. Bodzinski (Witness sign here)
Notary Public, State of South Carolina
My Commission expires: 4/1/88
RECORDED AUG 23 1979 at 1:00 P.M.
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