



REAL PROPERTY AGREEMENT

BOOK 1127 PAGE 140

In consideration of such loans and indebtedness as shall be made by or become due to FIRST CitizensBANK AND TRUST (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. 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:

On the southerly side of Avon Drive, being shown and designated as Lot #133 on plat of Avon Park, prepared by C.C. Jones, Engineer, dated December, 1956, and recorded in the Office of The RMC for Greenville County, S.C., in plat Book "KK", at Page 71, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southerly side of Avon Drive, which iron pin is the joint front corner of Lots Nos. 132 and 133, and running thence S. 20-09 E. 200 feet to an ironpin; thence S.69-51 W. 80 feet to an iron pin; thence N.20-09 W. 200 feet to an iron pin on the southerly side of Avon Drive; thence along Avon Drive, N. 69-51 E.80 feet to the point of BEGINNING.

The within is the identical property conveyed to the mortgagors by deed of Alton D. Martin, dated 7 September 1973, recorded 7 September, 1973 RMC office for Greenville County, S.C. in Deed Book 983, at page 391.

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 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 Deborah R. Barton Francis R. Murphy

Witness Alice Hill Diane L. Murphy

Dated at: First Citizens Bank 6-4-80

State of South Carolina Greenville

Personally appeared before me Deborah R. Barton who, after being duly sworn, says that he saw the within named Francis R and Diane L Murphy sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Alice Hill witnesses the execution thereof.

Subscribed and sworn to before me this 4th day of June 1980 Deborah R. Barton (witness sign here)

Christina P. deBourcy Notary Public, State of South Carolina My Commission Expires: 11-1-87

RECORDED JUN 6 1980 at 12:45 P.M.

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