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R.M.C.

REAL PROPERTY AGREEMENT VOL 1097 PAGE 676

MAR 4 1979

of such loans and indebtedness as shall be made by or become due to First-Citizens Bank & 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, 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:

All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, in the Town of Simpsonville, being known and designated as Lot No. 707, Sheet 2, Section VI of WESTWOOD Subdivision, as shown on plat thereof recorded in Plat Book 5P at page 35, in the RMC Office for Greenville County South Carolina. Reference is hereby made to said plat for a more particular description.

This conveyance is made subject to the restrictive covenants affecting Section VI, Sheet 2 of WESTWOOD Subdivision, said restrictive covenants being recorded in the RMC Office for Greenville County, South Carolina, in Deed Volume 1039 at page 47.

This conveyance is also made subject to any restrictive covenants, building setback lines and rights of way and easements which may affect the above described property.

This is the same property conveyed to the grantor herein by deed of Builders & Developers, Inc., of even date to be recorded, and a portion of the same property conveyed to the Builders & Developers, Inc. by deed of Alender M. Hughes, Jr., dated April 8, 1972, recorded April 10, 1972 in the RMC Office for Greenville County in Deed Volume 940 at page 493.

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 as 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 A. Joyce Blood x Sammy J. Brashier  
Witness Mary J. Bodzinski x Connie P. Brashier  
Dated at: Greenville, South Carolina 2/23/79  
Date

State of South Carolina  
County of Greenville

Personally appeared before me A. Joyce Blood (Witness) who, after being duly sworn, says that he saw the within named Sammy J. Brashier and Connie P. Brashier (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mary J. Bodzinski (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 23rd day of February 1979  
Arthur T. Bellamy 1680  
Notary Public, State of South Carolina  
My Commission expires:

RECORDED MAR 1 1979 at 11:00 A.M.

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