

DONNIE S. TANKERSLEY
R.M.C.

REAL PROPERTY AGREEMENT

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F I L E D

In consideration of such loans and indebtedness which have been made by or for the undersigned 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 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 piece, parcel, or lot of land, with all improvements thereon, situate, lying, and being in Butler Township, Greenville County, and being known and designated as Lots #2 and #3 on the plat of property of John Ward Estate, said plat being recorded in plat book WW at page 135 in the the Greenville County R.M.C. Office, and having the following metes and bounds, to wit: Beginning at a nail and stopper on Batesville Road at the joint front corner of Lots #3 and #4 and running thence S.73-52 E. 775 feet to the back joint corner of Lots #3 and #4; thence S. 47-35 W. 138 feet; thence S. 51-43 W. 161 feet; thence S. 48-56 W. 227 feet to the back joint corner of Lots #1 and #2; thence N. 67-00 W. 488 feet to a nail and stopper in said road; at front joint corner of Lots #1 and #2; thence N. 13-04 E. 200 feet to nail and stopper in said road; thence N. 20-08 E. 177.5 feet to the beginning point.

This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements and rights of way, of record, if any, affecting the above described property.
DERIVATION: See deed of Maggie C. Ward dated September 17, 1976 and recorded in deed book 1043 at page 119.

and hereby irrevocably authorize and direct all lessees, leaseholders 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 in 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 D. Joyce Elrod x David A. & Lynn Lee Clyborne
Witness Suzanne Taylor x Lynn Lee Clyborne
Dated at Greenville, SC 7/13/79

State of South Carolina
County of Greenville
Personally appeared to me D. Joyce Elrod who, after being duly sworn, says that he saw the within named David A. & Lynn Lee Clyborne and that they executed the within written instrument and that he is a witness to the execution thereof.
Suzanne Taylor
(Witness)

Subscribed in my presence at Greenville this 13th day of July 1979
Mary J. Bodzinski
Notary Public
at 10:30 A.M. 2590

4/11/88 RECORDED JUL 24 1979

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