

FILED
NOV 3 1980
COUNTY OF GREENVILLE

BOOK 1136 PAGE 669

REAL PROPERTY AGREEMENT

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:

- 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 situate, lying and being on the Southwestern side of David Street, in the City of Greenville, County of Greenville, State of South Carolina, and having the following metes and bounds:

BEGINNING at a point on the Southwestern side of David Street at the joint corner of the premises herein described and property now or formerly of Stewart and running thence with the line of said Stewart property 131 feet; thence N. 23W. 28 1/2 feet, more or less, to a point at the joint corner of the premises herein described and property now or formerly of M. H. Smith; thence with the line of said Smith property 131 feet, more or less, to a point on the Southwestern side of David Street; thence with the Southwestern side of David Street S. 24 E. 50 feet, more or less, to the point of beginning.

TOGETHER with all the right, title and interest of the Grantors herein in and to a driveway more particularly described in a deed from the Carolina Loan and Trust Co. to J. B. Bull and Miss Cora Bull, dated August 21, 1935, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 178 at page 134.

THE within conveyance is subject to all recorded restrictions, setback lines, zoning ordinances, utility easements and rights of way, if any, affecting the above described property.

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 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.

REC-103-80

Witness J. A. Simpson x Steve Parent
 Witness Dolores Smith x Sharon L. Parent
 Dated at: Greenville 10-30-80
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Sylvia Smith who, after being duly sworn, says that he saw
 the within named Steve Parent & Sharon L. Parent sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with J. A. Simpson
 witnesses the execution thereof. [Signature]
 (Witness)

Subscribed and sworn to before me
 this 30th day of October, 1980 Dolores Smith (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires: 7/6/84
 RECORDED: NOV 3 1980 at 1:00 P.M.

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