

FILED
DEC 31 1980

REAL PROPERTY AGREEMENT

BOOK 139 PAGE 926

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot 186 on plat of Pebble Creek Subdivision, Phase I, which plat is recorded in the RMC Office for Greenville County in Plat Book 5D at Pages 1-5, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at "X" in rock on Applejack Lane, joint front corner of Lots 185 and 186, and running thence along the common line of said Lots, S. 60-54 W. 248.99 feet to an old iron pin; thence turning and running along the rear line of Lot 186, N. 16-15 W. 129.96 feet to an iron pin, joint rear corner of Lots 186 and 187; thence turning and running along the common line of said lots, N. 62-25 E. 219.31 feet to an old iron pin on Applejack Lane; thence turning and running along Applejack Lane, S. 36-02 E. 25.46 feet to an old iron pin; thence still with Applejack Lane, S 34-39 E. 49.84 feet to an old iron pin; thence still with Applejack Lane, S. 22-06 E. 46.69 feet to "X" in rock, the point of beginning.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenssoever 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 Betty D. McWhite x Robert G. Tangerini
 Witness Jane Spence x Carol A. Tangerini
 Dated at: Greenville, SC 12-18-80

State of South Carolina
 County of Greenville Jane Spence
 Personally appeared before me Betty D. McWhite who, after being duly sworn, says that he saw
 the within named Robert and Carol Tangerini who, after being duly sworn, says that he saw
 act and deed deliver the within written instrument of writing, and that deponent with Betty D. McWhite
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 18th day of Dec., 19 80
D. C. Anderson
 Notary Public, State of South Carolina
 My Commission expires: 10-17-89
Jane Spence
 (Witness sign here)

RECORDED: DEC 31 1980 at 10:30 A.M. 1985

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