

FILED
OCT 12 1979

REAL PROPERTY AGREEMENT

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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 the 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:

George M. Cooley, his Heirs and Assigns, forever; ALL that certain piece, parcel or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville at the northwestern corner of the intersection of Bellevue with Woodburn Drive, being shown and designated as Lot No. 17 on plat of EDWARDS FOREST made by Woodward Engineering Co., dated January, 1955, and recorded in the R.M.C. Office for Greenville County, SC, in Plat Book 105.

THIS conveyance is made subject to any and all existing reservations, easements, rights of way, zoning ordinances and restrictions or protective covenants that may appear of record, on the recorded plat (s) or on the premises.

AS a part of the consideration herein, the Grantee assumes and agrees to pay the balance due on that certain mortgage to First Federal Savings and Loan Association in the original sum of \$24,600.00 recorded in the R.M.C. Office for Greenville County in Mortgage Book 1267, at page 448, which balance assumed as of this date is \$24,096.25.

and hereby irrevocably authorize and direct all lessees, tenant 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 enforce 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.

6. 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.

7. 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.

8. 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 Jill L. Simmons x George M. Cooley
Witness W. B. G. Gish x
Dated at: First Citizens Bank 9-25-79

State of South Carolina
County of Greenville
Personally appeared George M. Cooley who, after being duly sworn, says that he saw the within lines George M. Cooley sign, seal, and as their act and deed deliver the within written instrument of writing, and that instrument with Cathy L. Rish witnesses the execution thereof.

Subscribed and sworn to before me
79
A. Joyce Elrod
My Comm. Expires 12/31/79
RECORDED OCT 12 1979
at 12:30 P.M.
Linda J. ...
Jill L. Simmons
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