



REAL PROPERTY AGREEMENT

BOOK 1131 PAGE 213

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 is longer, the undersigned, jointly and severally, promise and agree as follows:

1. Prior to the date hereof, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described herein shall be paid by the undersigned. 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 herein.

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 lying in the State of South Carolina, County of Greenville, Shown as Lot 46 on plat of Oakfern, Section Two, recorded in Plat Book 6H at page 53 and having such courses and distances as will appear by reference to said plat.

Being a portion of the property conveyed by Edward H. Hembree by deed recorded June 14, 1977 in Deed Book 1058 at page 547.

The above conveyance is subject to all rights of way, easements and protective covenants affecting same appearing upon the public records of Greenville County.

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.

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Witness Linda J. Leavelle x Sandra J. Chandler

Witness Cynthia M. Harrison x \_\_\_\_\_

Dated at: Mauldin SC 29662 8-8-80  
Date

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State of South Carolina  
County of Greenville

Personally appeared before me Cynthia M. Harrison (Witness) who, after being duly sworn, says that he saw the within named Sandra F. Chandler (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda J. Leavelle (Witness) witnesses the execution thereof.

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Subscribed and sworn to before me  
this 8 day of August, 1980  
Linda J. Leavelle (Witness sign here)

John A. Beeson  
Notary Public, State of South Carolina  
My Commission expires: 10-17-84  
RECORDED AUG 14 1980 at 1:00 P.M.

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