UUN 1 1978

My Commission expires: 5/18/88

REAL PROPERTY AGREEMENT

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DONRIES TANKERS BY loans and indebtedness as shall be made by or become due to FIRST CITIZENS BANK AND TRUST 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 County of Greenville, State of South Carolina, described as follows:

ALL that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the southern side of Rolling Green Circle, in Greenville County, South Carolina, being known and designated as the major portion of Lot No. 23 on a plat entitled LAND SURVEY FOR ROLLING GREEN REAL ESTATE CO., made by J. Q. Bruce, Surveyor, dated August 24, 1961, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book XX at page 33, and being more particularly described according to a plat entitled REVISION OF LOTS NOS. 23 and 24, ROLLING GREEN REAL ESTATE CO., made by C. F. Webb, dated June 22, 1966, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book PPP at page 14, as follows:

BEGINNING at an iron pin on the southern side of Rolling Green Circle at the joint corner of Lots Nos. 33 and 23, and running thence along the common line of said lots, S. 16-50 W., 398 feet to an iron pin at the corner of Lot No. 19; thence along the common line of Lots Nos. 23 and 19, S. 16-40 W., 490 feet to an iron pin in the line of Lot No. 20; thence along the common line of Lots Nos. 23 and 20, S. 76-00 E., 240 feet to an iron pin; thence along a new line through Lot No.23, N. 21-08 E., 801.9 feet to an iron pin on the southern side of Rolling Green Circle, N. 59-00 W., 314 feet to an iron pin, the point of beginning tent and all other sonies and hereby irrevocably authorize and direct all lessees, escrow holders and offers to pay to Kank, all tent and all other sonies and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the naze of the undersigned, or in its and hereby irrevocably appoint Bank, as attorney in fact, with full power and au

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 indebted ness 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 indebtednes: of the undersigned to Dank 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 as hereby authorized to rely thereon.

Witness D.C. United W. S. C.	
Vieness Sharan B. Dinglam X	
Dated at:	
State of South Carolina	
County of Elecaville  Sharon P. Bingham  Personally appeared before ze  Sharon P. Bingham  who, after the state of the sta	er being duly sworn, says that he saw
the within named Saufas C. Super (Borrovers)	sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with	D.C. Austin
witnesses the execution thereof.	which the second was a second to the second
Subscribed and sworn to before me	R ·
this 318 day of May 1978	ZRIJERM
Novary Public. State of Sout Carolina	(21),973

RECORDED JUN 1 1978 at 2:00 P.M.

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