

REAL PROPERTY AGREEMENT

BOOK 1142 PAGE 634

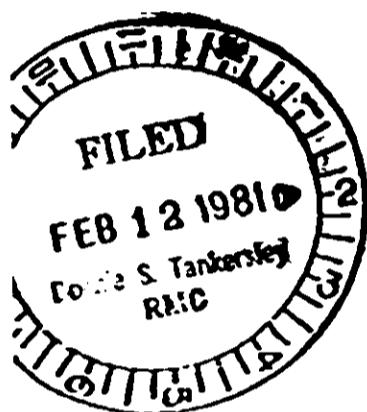
In consideration of such loans and indebtedness as shall be made by or between me, the **FIRST - CITIZENS BANK AND TRUST COMPANY** (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise 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. Herby assign, transfer and set over to Bank, its successors and assigns, all rights now due and hereafter becoming due to the undersigned, as rental, or otherwise, and hereover for or in respect of any certain real property situated in the County of

Greenville, State of South Carolina, described as follows:

25 Ben Street - lot 30 and
part of lot 31

Tax map# - page 68, lot 3.7, section 1



and hereby irrevocably authorizes and directs said attorney, without further notice or demand to pay to Bank, all rent and all other monies, whatsoever and whenever becoming due to the undersigned, or any of them, and to never, for or on account of said real property, and hereby also, fully appoints him, as attorney in fact, with full power of attorney, in the name of the undersigned, or in its own name, to execute and negotiate checks, drafts and other instruments required in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums, it is agreed 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, covenants or conditions contained in this sum be not paid to Bank when due, Bank, at its election, may declare the entire amount unpaid principal and interest due and collect the indebtedness then remaining unpaid here to the law and practice thereof.

5. That said sum may and is hereby authorized and permitted to be collected 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 instrument shall be and become void and of no effect, and unless then it shall apply to and bind the undersigned, their heirs, legatees, executors, administrators, successors and assigns, and shall be to the credit of Bank, notwithstanding any provision to the contrary of any officer or department manager of Bank, showing any part of said indebtedness to remain unpaid shall be held to be conclusive evidence of the validity, effectiveness and continuing force of this instrument and its purport to the undersigned and to them.

Susie W. Huffman v W. J. Fraser
Eva Marie Lway v Ann B. Fraser
Greenville, SC 2/11/81

Susie W. Huffman, Eva Marie Lway, and W. J. Fraser, do hereby declare and say that they saw the witness, W. T. Fraser, Jr. & Ann B. Fraser, sign and seal the above instrument in their presence and as their act and deed deliver the written instrument to Susie W. Huffman and Eva Marie Lway, who witnessed the execution thereof.

W. T. Fraser, Jr. 81
Eva Marie Lway
10/17/89

RECORDED FEB 12 1981 at 2:00 P.M.

Susie W. Huffman

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