REAL PROPERTY AGREEMENT

BOOK 1128 PAGE 867 71 PAGE 199

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:

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GREENVILLE CO. S.C.
80 JUL 9 3 30 PM
DONNIE S. TANKERSLEY
R.M.C.

All that certain piece, parcel or lot with all improvements thereon or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, City of Greenville, at the Northwestern intersection of Woodland Way and Hemlock Drive in a subdivision and being described according to a plat of Boxwood Manor Subdivision, recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 85, and also according to a more recent plat prepared by Piedmont Engineering Service, dated February 17, 1954 and entitled "Property of John W. Arrington, III" Greenville, S. C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
SATISFIED AND PAID IN FULL THIS 12 DAY OF August 1980
FIRST CITIZENS BANK AND TRUST COMPANY
WITNESS: David C. Austin, Jr. Bell III

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[illegible] hereby irrevocably authorize and direct all lessees, [illegible] to pay to Bank [illegible] and all other monies whatsoever and whenever becoming due to the undersigned, [illegible] account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power [illegible] in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and monies [illegible] 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 mortgaged to Bank when due, Bank, at its sole option, 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 re-acted 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 then this agreement shall be and become null and of no effect, and shall then at 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 certificate 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, any person may and is hereby authorized to rely thereon.

Witness: D.C. Austin
Witness: Alfred S. Lyles
Witness: A.W. Thomas III
Witness at: Greenville, SC 7-7-80

State of South Carolina
County of Greenville

Personally appeared before me D.C. Austin (witness) who, after being duly sworn, says that he saw the within named A.W. Thomas III (witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Alfred S. Lyles (witness) witnessed the execution thereof.

Subscribed and sworn to before me this 7th day of July, 1980
Jane Spence
Notary Public for South Carolina
My Commission expires 10/17/89

D.C. Austin (witness sign here)

RECORDED JUL 9 1980 at 1:00 P.M.

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RECORDED JUL 9 1980
Donnie S. Tankersley
R.M.C.

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