

JAN 9 '79

REAL PROPERTY AGREEMENT VOL 1095 PAGE 101

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:

All that certain piece, parcel, or lot of land with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, on the southwestern side of Carlton Drive and being known and designated as Lot No. 27 of Pine Valley Estates as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "MM" at page 138, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Carlton Drive at the joint front corner of lots S. 57-14 W. 154-8 feet to an iron pin; thence N. 6-57 W. 30 feet to an iron pin; thence along the joint line of Lots Nos. 26 and 27 N. 28-44 E. 137.4 feet to an iron pin; thence continuing along said Drive S. 44-36 E. 83 feet to the point of beginning.

and hereby irrevocably authorized and directed all lessees, assignees, holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appointed Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endow and receive, to take, to accept, to execute and to enforce payment, to 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.

That if hereafter it be made in the performance of any of the terms herein, 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.

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.

That payment of all indebtedness of the undersigned to Bank under this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, 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 no person may and is hereby authorized to rely thereon.

Witness my hand and seal this 27th day of December, 1978, at Greenville, S.C.

TERESA R. ALMADORA, S.C.
GREENVILLE

DAVID C. AUSTIN (attorney)
HARRIET J. SINGLETON (attorney)
who, after being duly sworn, says that he saw the within and true to the best of his knowledge, and that he is duly sworn, and as their witness to the execution thereof.

Subscribed and sworn to before me this 27th day of Dec. 1978 at Greenville, S.C.

D.C. Austin (attorney sign here)

RECORDED JAN 9 1979

at 11:30 AM.

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