

FILED  
JAN 25 1980  
RECORDED

REAL PROPERTY AGREEMENT BOOK 1119 PAGE 599

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. 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.
- 2. 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 whatsoever 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, situate, lying and being in the State of South Carolina, County of Greenville, near Mauldin, SC, on the southeastern side of Greenbrier Drive and being known and esignated as Lot No. 14 of Greenbrier Subdivision as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book QQ at Page 129 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southeastern side of Greenbrier Drive at the joint front corner of Lots Nos. 13 and 14 and running thence along the joint line of said lots, S. 35-30 E. 267.3 feet to an iron pin; thence S. 51-48 W 100.1 feet to an iron pin; thence along the joint line of Lots Nos 14 and 15, N 35-30 W 272 feet to an iron pin; thence along the southeastern side of Greenbrier Drive, N 54-30 E 100 feet to the point of beginning; being the same conveyed to us by G A Burton and Jessie P. Burton by deed dated February 18, 1970, and recorded in the RMC Office for Greenville County in Deed Vol. 884 at Page 548.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and hereafter becoming due to the undersigned, or any of them, and hereafter 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.

That if default is made in the performance of any of the terms hereof, or if at 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.

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 approval 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.

Witness my hand and seal this 17th day of January 1980 at Greenville, South Carolina. *Armando R. Salas*

Witness my hand and seal this 17th day of January 1980 at Greenville, South Carolina. *Getty Salas*

State of South Carolina  
County of Greenville

Personally appeared before me the undersigned, a Notary Public in and for the State of South Carolina, who, after being duly sworn, says that he saw the within named *Armando R. Salas* and *Getty Salas* and as their act and deed sign of the within written instrument of writing, and that he is duly qualified as a Notary Public in and for the State of South Carolina, and that he is duly sworn to perform the duties of his office.

Subscribed and sworn to before me this 17th day of January 1980 at Greenville, South Carolina. *[Signature]*

RECORDED JAN 25 1980 at 2:00 P.M.

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