

REAL PROPERTY AGREEMENT

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In consideration of the loans and indebtedness to 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 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 piece, parcel, or lot of land, with all improvements thereon or hereafter constructed thereon, situate, lying and being shown as Lot 69 on plat of Merrifield Park, Section 2, recorded in Plat Book WW at Pages 50-51 in the RMC Office for Greenville County, and having the following metes and bounds:

BEGINNING at an iron pin on Continental Drive at joint front corner of Lots 68 and 69; thence with line of Lot 68, S 24-59 W 160 feet to an iron pin; thence with line of Lot 67, S 70-24 E 46.5 feet to an iron pin; thence continuing with Lot 67, S 47-10 E 35 feet to an iron pin on Connecticut Drive; thence with said Drive, N 46-00 E 135 feet to an iron pin; thence with the intersection of Connecticut Drive and Continental Drive, N 1-37 W 33.8 feet to an iron pin; thence with Continental Drive, N 49-12 W 27.5 feet, N 8-44 W 45.4 feet, and N 68-08 W 42.1 feet to the beginning corner.

This being the same property conveyed unto John E. Allen and Mary Ann W. Allen by deed of James C. Martin and Judith P. Martin, dated November 10, 1977, and recorded November 14, 1977 in Deed Book 1068, at Page 308 in the RMC Office for Greenville, SC.

and hereby irrevocably, with force and direct effect, bind and obligate the undersigned, their heirs and others to pay to Bank, all rent and all other monies whatsoever and whatever becoming due to the undersigned, or any of them, and likewise 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 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 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 issue 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 reason may and is hereby authorized to rely thereon.

Witness my hand and seal this 14th day of September, 1979.

John E. Allen

Witness my hand and seal this 14th day of September, 1979.

Mary Ann W. Allen

Dated at GREENVILLE, S.C.

SEPT. 14, 1979

State of South Carolina  
County of GREENVILLE

I, D.C. AUSTIN, Notary Public for the County of Greenville, State of South Carolina, do hereby certify that the within and above signed and sealed instrument was by me read and explained to the within and above named parties and that they, with me, as witness, executed the same at the place and time therein stated.

and, after being duly sworn, says that he saw the within and above signed and sealed instrument, and that he saw the within and above named parties sign, seal, and as their witnesses the within and above named witnesses.

JANE SAENCE (witness)

Notary Public for the County of Greenville, State of South Carolina

D.C. Austin

17th SEPT 1979

RECORDED SEP 21 1979

at 2:00 P.M. 9845

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