

FILED  
SEP 28 1979

REAL PROPERTY AGREEMENT

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In consideration of such loans and moneys as shall be made by or for the benefit of 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 moneys 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 however for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that lot of Land in the county of Greenville, State of South Carolina, being a portion of the land which J. M. Fortner purchased from Mrs. Louci Woodside, lying on Fortner Avenue and Pleasant Grove Street, and being described as follows:

BEGINNING at a pin on the eastern side of Fortner Avenue at the corner of the Frank Barrow lot and running thence with the eastern side of Fortner Avenue, S. 33-40E. 200 feet to a pin at the corner of the intersection of Fortner Avenue and Pleasant Grove Street; thence with the northwestern side of Pleasant Grove Street, N. 36-40E., 198 feet to a pin; thence 89 feet in a northwesternly direction to a pin at the corner of the Frank Barrow lot; thence with the line of Frank Barrow, in a southwesternly direction 200 feet to the beginning corner.

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

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 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.

5. 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.

6. 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 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 person may and is hereby authorized to rely thereon.

Witness Susan E. Phillips x William D. Barrow, Jr.

Witness Sylvia Smith x

Dated at First Citizens Bank - Greenville 9-4-79

State of South Carolina  
County of Greenville

Personally appeared before me Sylvia Smith who, after being duly sworn, says that he saw the within named WILLIAM D. BARRON, JR. sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Phillips witnesses the execution thereof.

[Signature]  
14th September 79

x Sylvia Smith  
(Witness sign here)

RECORDED SEP 28 1979  
at 12:00 P.M.

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