

OCT 16 1962

REAL PROPERTY AGREEMENT 10105

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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

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; and

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; and

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 piece, parcel or lot of land being situated near the City of Greenville, County of Greenville, State of South Carolina and known and designated as lot # 28 on the Northern side of Durwood Lane, part of Sharon Park, accordingly to Plat by C.C. Jones dated April 1955, and a more recent plat dated May 1956 of which is recorded in the RMC office, Plat Book "EE" page 130 and having the following metes and bounds. Beginning at a iron pin at point front corners of lots #27 and # 28, running thence along the line of these lots, North 0-11 West 220 feet to an iron pin, thence North 57-22 West 20 feet to an iron pin at point rear of lots 28, ## 30, 19, and 20, running thence South 57-01 West 70 feet to an iron pin, thence South 4-08 West 193.3 feet to an iron pin on the Northern side of Durwood Lane, thence along Durwood Lane North 89-49 East 90 feet to an iron pin, point of beginning.

From: Leslie & Shar, Inc., Book: 564 Page 275

and hereby irrevocably authorize and direct all lessees, escrow 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 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.

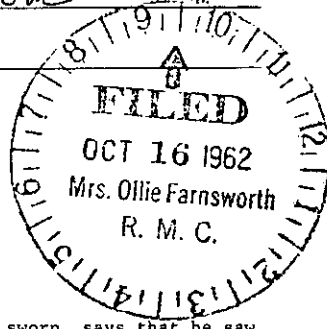
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

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 Paul J. Sibstrap x Furman R. Cook

Witness Linda D. Henderson x Elva M. Cook

Dated at: Greenville 10-15-62 Date



State of South Carolina County of Greenville

Personally appeared before me Paul J. Sibstrap (Witness) who, after being duly sworn, says that he saw the within named Furman R. Cook (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda D. Henderson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 15 day of October, 1962 C. Paul Manly, Jr. (Notary Public, State of South Carolina) Paul J. Sibstrap (Witness sign here)

My Commission expires at the _____ of the Governor SC-75-R Recorded October 16th, 1962 at 9:30 A.M. No.10105

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 21 of June 1966 Citizens + Southern National Bank of South Carolina By: Ralph M. Keeler Witness: Janet Oyster Witness: Frances Lawson

SATISFIED AND CANCELLED OF RECORD 24 DAY OF June 1966 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 10:28 O'CLOCK A M. NO. 36323