

13 BAY OF Feb. 1910
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 11:30 O'CLOCK A. M. NO. 17934

JAN 20 1965

20486 XXXX
 REAL PROPERTY AGREEMENT

BOOK 765 PAGE 526

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 situate, lying and being on the Southeastern side of Sevier Street, in the City of Greenville, Greenville County, South Carolina, being known and designated as Lot No. 92 on a Plat of PARK HILL Subdivision, made by Dalton & Neeves, Engineers, dated May, 1940, recorded in the R. M. C. Office for said County and State in Plat Book "J", at Page 208 and 209, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeastern side of Sevier Street, at the joint front corner of Lots No. 59 and 92, and running thence along the line of Lot No. 59, S. 70-08 E., 200 feet to an iron pin on the northwestern side of ~~XXXXXX~~ a forty-five (45) foot unnamed street; thence along the northwestern side of said 45 foot street, N. 29-02 E., 76 feet to an iron pin at the joint rear corner of Lots Nos. 58 and 92; thence with the line of Lot No. 58, N. 70-08 W., 192.3 feet to an iron pin on the southeastern side of Sevier Street; thence with the southeastern side of Sevier Street, S. 34-32 W., 77.1 feet to an iron pin, the beginning corner being the same property conveyed to the grantors herein by deed of Billy Joe Dodson and Helen C. Dodson dated August 14, 1958, and recorded in the R. M. C. Office for said County and State in Deed Book 604 at page 198.

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 Marion F. Austin x Sen S. Brubaker
 Witness Florence H. Renfro x Gloria G. Brubaker
 Dated at: Greenville, South Carolina January 19, 1965

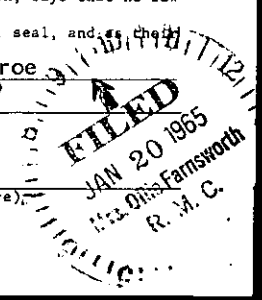
State of South Carolina
 County of GREENVILLE

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named Sen S. Brubaker and Gloria G. Brubaker sign, seal, and as they act and deed deliver the within written instrument of writing, and that deponent with Florence H. Renfro witnesses the execution thereof.

Subscribed and sworn to before me
 this 19th day of January, 1965
Martha Ann Cheves (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded January 20th., 1965 At 9:30 A.M. # 20486



The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Sen S. Brubaker & Gloria G. Brubaker to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-19-65, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 1-20-65, Docket 765 at Page 526, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina:
 Witness Frances Lawson By J. William Hughes
E. Parker Butler