

Belie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:28 O'CLOCK P. M. NO. 22872

For Satisfaction and Affidavit
see Deed Book 864 Page 622.

13914 XXXX BOOK 785 PAGE 468
REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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

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, being shown and designated as Lot No. 85 on plat of Drexel Terrace dated April 1, 1961, and prepared by Piedmont Engineering Service, recorded in the Office of the R. M. C. for Greenville County in Plat Book QQ at page 177, and being more particularly described with reference to said plat as follows:

BEGINNING at a point on the westerly side of Kimberly Lane at the joint front corner of Lots 85 and 86 and running thence along said westerly side of Kimberly Lane, S. 6-37 W. 100 feet to a point, joint front corner of Lots 84 and 85; thence turning and running along the common boundary of said lots, N.-82-10 W. 174.3 feet to a point in the line of Lot No. 96; thence turning and running along the line of Lots Nos. 96, 95, and 94 the following courses and distances: N. 10-30 W. 81.5 feet; N. 1-18 E. 15 feet to a point, joint rear corner of Lots Nos. 85 and 86; thence turning and running along the common boundary of said lots, S. 84-44 E. 199.2 feet to a point of beginning; being the same conveyed to us by Drexel, Inc. by deed dated June 10, 1964, and recorded in the R. M. C. Office for Greenville County in Deed Vol. , at page .

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 James Bishop x Joseph B. Gaspard
 Witness Dolores Banister x Charlotte G. Gaspard
 Dated at: Greenville Date 10/21/65

State of South Carolina
 County of Greenville
 Personally appeared before me James Bishop who, after being duly sworn, says that he saw
 the within named Joseph B. Gaspard and Charlotte G. Gaspard sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Dolores Banister
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 21st day of October, 1965 - James Bishop (Witness sign here)
Belie C. Markham
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded November 5th., 1965 At 11:44 A.M. # 13914