

For Termination of Real Property Agreement See Deed Book 823 Page 437

12th NOV 18 1966 12821

REAL PROPERTY AGREEMENT

BOOK 809 PAGE 368

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 in Paris Mountain Township, Greenville County, State of South Carolina, being designated as Lot No. 15 of a subdivision of the Property of Irvin H. Philpot, Trustee, known as Riverdale Acres, the same being shown on a plat thereof prepared by C. C. Jones, Engr., July, 1955, said plat being recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book GG at page 127 and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Willpot Drive and running thence N. 87-12 W. 175 feet to an iron pin; thence running N. 2-48 E. 86.8 feet to an iron pin; thence running N. 9-18 E. 28.4 feet to an iron pin, thence running S. 81-04 E. 176 feet to an iron pin on the western side of Willpot Drive; thence running with Willpot Drive S. 5-52 W. 40 feet to an iron pin; thence continuing with Willpot Drive S. 2-48 E. 60 feet to the point of beginning. This conveyance is made subject to restrictions recorded in the R.M.C. Office for Greenville County, South Carolina in Deed Book 531 at page 337. This conveyance is also made subject to easements and rights-of-way as shown on the aforementioned plat.

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 Bobby J. Nelson x E. S. Chapman Jr.

Witness Marjorie K. Williams x George O. Chapman

Dated at: Greenville, South Carolina Nov 16, 1966
Date

State of South Carolina

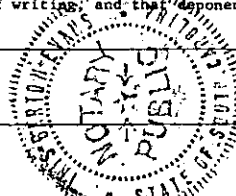
County of Darlington

Personally appeared before me Bobby J. Nelson (Witness) who, after being duly sworn, says that he saw the within named E. S. Chapman Jr. and George O. Chapman (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writings, and the deponent with Marjorie K. Williams (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 16th day of November, 1966

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



Bobby J. Nelson
(Witness sign here)