

FILED
 JUL 19 1973
 DONNIE S. TANKERSLY

REAL PROPERTY AGREEMENT

VOL 979 PAGE 397 3.75

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 lying, being and situate on the North side of Valley Creek Drive, about 3 miles Northwest of the City of Greer, in the County and State aforesaid, in Oneal Township, and being known and designated as Lot No. Seventy-two (72) in Section 4 of Valleyhaven Acres as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated Jan. 15, 1960 and which plat has been recorded in the R.M.C. Office for said County in Plat Book MM, page 167. For a more particular description see aforesaid plat.

The above described property is subject to the Restrictive Covenants as more particular set forth in Deed Book 657, page 115 in the said office.

This conveyance is subject to all restrictions, zoning ordinances, set back lines, roadways, easements and rights-of-way, of record, if any, affecting the above described property.

This is the same property conveyed to the Grantor herein by deed Dated the 31st day of May, 1966 and Recorded in Deed Book 799 at page 502 in the R.M.C. Office for Greenville County

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 Richard L. Roche x James H. ...
 Witness Wanda W. Shaw x Rebecca B. ...
 Dated at: Greenville 7-2-73
 Date

State of South Carolina Greenville
 County of Greenville
 Personally appeared before me Richard B. Roche who, after being duly sworn, says that he saw the within named James H. ... Rebecca B. ... sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Wanda W. Shaw witnesses the execution thereof.
 Subscribed and sworn to before me this 7th day of July, 1973
James H. ...
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor 11-23-80

Real Property Agreement Recorded July 19th, 1973 at 11:00 A. M. #1944
 FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 58 PAGE 867

SATISFIED AND CANCELLED OF RECORD
 30th DAY OF June 1974
 M. C. FOR GREENVILLE COUNTY
 AT 2:00 O'CLOCK P. M. NO. 33477
 Wanda W. Shaw

For Subordination Payment on R.E.M. Book 1353 page 288
 For Subordination Paper - New Road Book 1036 page 143