

14 DAY OF August 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 3748

AUG 23 1966 5292

REAL PROPERTY AGREEMENT ~~XX~~ BOOK 804 PAGE 488

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 lot of land in Greenville County, State of South Carolina, in the City of Greenville, situate at the Northwest corner of the intersection of Cleveland Street and McDaniel Avenue, and being the same lot marked "sold" on plat of McDaniel Heights, recorded in Plat Book "P", at page 87, and being more particularly described as follows:

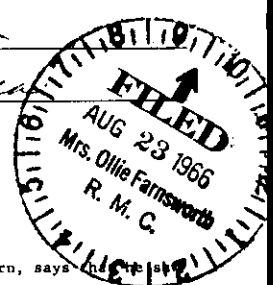
BEGINNING at an iron pin on the Northwest corner of the Intersection of Cleveland Street and McDaniel Avenue, and running thence along McDaniel Avenue, N. 14-29 E. 120 feet, more or less, to iron pin corner of Lot No. 1; thence with line of Lot No. 1, N. 13-31 W. 172 feet to an iron pin in line of Lot No. 23; thence with line of Lot No. 23, S. 14-29 W. 114.3 feet to an iron pin on Cleveland Street; thence with the northern side of Cleveland Street, N. 70-31 W. 172.4 feet to the point of beginning.

This being the same property conveyed to the grantor herein by deed recorded in Deed Book 564 at page 411.

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.

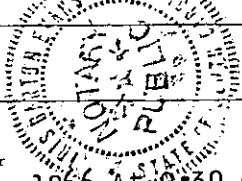
Witness Bobby J. Nelson x Dan C. Bruden
Witness Marynie K. Williams x Betty L. Bruden
Dated at: Durham, S.C. 8-19-66
Date



State of South Carolina
County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that the within named Dan C. Bruden and Betty L. Bruden sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marynie K. Williams witnesses the execution thereof.

Subscribed and sworn to before me this 19th day of August, 1966
Joe B. Evans
Notary Public, State of South Carolina
My Commission expires at the will of the Governor



Bobby J. Nelson
(Witness sign here)

SC-75-R Recorded August 23rd., 1966 At 9:30 A.M. # 5292

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 Dan C. Bruden and Betty L. Bruden to The Citizens and Southern National Bank of South Carolina, as Bank, dated 8-19 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 8-23 1966, Docket 804 at Page 488, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Francis Lawson By J. William Hughes
Lizanne Weaver