

JUL 22 1970

1715

REAL PROPERTY AGREEMENT

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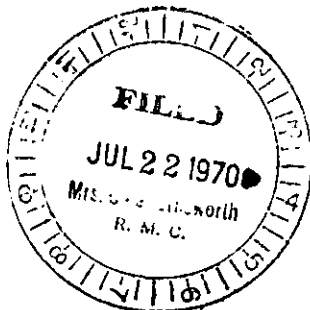
In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or 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

Greenville, State of South Carolina, described as follows:

ALL that piece, parcel of lot of land situate, lying and being on the southern side of Connecticut Avenue in the City of Greer, County of Greenville, State of South Carolina, and known and designated as Lot No. 27, which lot has the following metes and bounds to wit:

BEGINNING at an iron pin on the southern side of Connecticut Avenue which iron pin is at the northwestern corner of Mrs. Lindsay's lot no. 23 and running thence S. 14-45 W. 102.3 feet along the line of lot 23 to an iron pin; thence S. 27-45 W. 62.74 feet to an iron pin along the line of lot 24; thence N. 14-45 E. 121.8 feet along the line of lot 24 to an iron pin; thence N. 75-00 E. 60 feet along the southern side of Connecticut Avenue to the beginning corner said property containing 6722 Sq. Ft., more or less.



The above being the identical property conveyed to the Grantor Corporation by Ross Ward, by deed recorded in the R. M. C. office of Greenville County in Deed Vol. 522 at pag 15.

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 Charles H. Welch x Talmadge D. Campbell
Witness Jody Campbell x Loretta J. Campbell

Dated at: Greer, South Carolina July 14, 1970

State of South Carolina
County of Greenville

Personally appeared before me Charles H. Welch who, after being duly sworn, says that he saw the within named Talmadge D. Campbell and Loretta J. Campbell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jody Campbell witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of July 1970

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

Recorded July 22, 1970 At 3:45 P.M. # 1715

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 Talmadge D. Campbell & Loretta J. Campbell to The Citizens and Southern National Bank of South Carolina, as Bank dated July 14, 1970 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on July 22, 1970 894 at Page 402, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Debbie Parker Bill Hughes By M. J. Austin J. L. O.