

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, State of South Carolina, described as follows: All that piece, parcel or lot of land in Bates Township, Greenville County, State of South Carolina on the North side of McElhaney Road in the Town of Travelers Rest and described as follows: Beginning at a stake on the North West side of McElhaney Road ~~#####~~ at corner of the Roe property and running thence with the line of said property, North 48-00, West 211.6 feet to a stake, corner of other property of the grantor; thence with the line of said property, South 40-30 West 105 feet to a stake in line of property of Carl R. Vest, thence with the line of said property, South 48-00 East 211.6 feet to a stake on McElhaney Road thence with the northwestern side of McElhaney Road North 40-30 East 105 feet to the beginning corner. Being a portion premises conveyed to the grantor by Carl V. Vest by deed dated Feb. 27, 1947, recorded in Book of Deeds 308 at page 310. June 3, 1949 Book 383 Page 276

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 Paul J. Sibstrop x C. M. Werner

Witness Dan L. Mayd x Grace Werner

Dated at: Greenville 12-21-62  
Date

State of South Carolina

County of Greenville

Personally appeared before me Paul J. Sibstrop who, after being duly sworn, says that he saw the within named C. M. Werner sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dan L. Mayd witnesses the execution thereof.

Subscribed and sworn to before me this 21 day of December, 1962 Paul J. Sibstrop (Witness sign here)

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

SC-75-R Recorded December 22nd, 1962 at 10:00 A.M. #16145

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 10 of January 1967.  
Citizens & Southern National Bank of South Carolina  
 By: W. L. Pherigo  
 Witness: Frances Lawson  
Kay C. Hill

SATISFIED AND CANCELLED OF RECORD  
11 DAY OF January 1967  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A M. NO. 16751