

REAL PROPERTY AGREEMENT

MAR 21 1963

23803

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 tract or lot of land in Greenville Township Greenville County, State of South Carolina, on the Eastern side of Dunham Bridge Road being known and designated as lot number 10 and the Northern half of lot number 11 accordingly to plat of property of Thomas Clifton Collins made by W. J. Riddle, Surveyor August 1945, and having according to said plat the following metes and bounds, courses and distances to wit: Beginning at an iron pin on the Eastern side of Dunham Bridge Road joint corner of lot number 10 and lot number 9, heretofore conveyed to W. B. Davis and ~~XXXXXX~~ running thence along the line of said lot number 9 South 51-06 East - 506.5 feet to an iron pin, joint rear corner of lot 8 and 9 and in line of other property of T. C. Collins; thence South 15-56 East - 115.35 feet to a point in the center of lot number 11 the Southern half of which is owned by C. Phillip Elrod, thence running through the center of lot 11-North 53-05 West 525.6 to a point on the Eastern side of Dunham Bridge Road the 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. Gilstrap X Hyrum S. Moody
Witness Jack T. Mayo X Eva E. Moody

Dated at: Greenville
3-20-63
Date

State of South Carolina
County of Greenville

Personally appeared before me Paul J. Gilstrap who, after being duly sworn, says that he saw the within named Hyrum S. Moody & Eva E. Moody sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack T. Mayo witnesses the execution thereof.

Subscribed and sworn to before me
this 20th day of March, 1963

C. Paul Manly
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Paul J. Gilstrap
(Witness sign here)

SC-75-R

~~XXXXXX~~

center of lot number 11; thence along Eastern of Dunham Bridge Road North 27-56 East - 126 feet to the beginning corner.

Recorded March 21st, 1963 at 9:30 A.M. #23803

The debt hereby secured is paid in full and the lien of this instrument is satisfied this 5 April 1966
Citizens & Southern National

SATISFIED AND CANCELLED OF RECORD
1 DAY OF Feb. 1967
Ollie Farnsworth
P. M. C. FOR GREENVILLE COUNTY, S. C.