

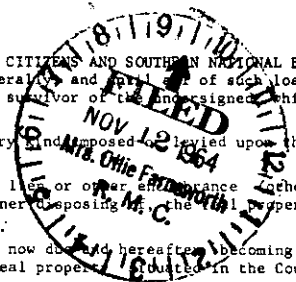
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13983

REAL PROPERTY AGREEMENT

BOOK 761 PAGE 339



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...

- 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 liens 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. Herby 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: Plat Book "YY" - Page 145

ALL that certain piece, parcel or tract of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, at the intersection of Seabrook Court and Fontaine Road, being shown as all of Lot 9 on plat entitled "Section Two, Property of Elizabeth L. Marchant", prepared by Dalton & Neves, Engineers, in July, 1963, which plat is recorded in the R. M. C. Office, Greenville, County, South Carolina in Plat Book "YY", at page 145, and having according to said plat the following metes and bounds, to-wit:

This conveyance is subject to property restrictions relating to a general area known as "Cavalier Heights" which restrictions appear of record in said R. M. C. Office in Deed Book 447 at Page 149, and subject to further restrictions relating to the property of the grantor appearing of record in said R. M. C. Office in Deed Book 695 at page 417.

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 Ralph M. Kesler x W. Eugene Estes

Witness Florence Renfroe x Leila P. Estes

Dated at: Greenville 11-10-64 Date

State of South Carolina

County of Greenville

Personally appeared before me Ralph M. Kesler, Jr. who, after being duly sworn, says that he saw the within named W. Eugene and Leila P. Estes sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Florence Renfroe

Subscribed and sworn to before me this 10 day of November, 1964 Martha Ann Cheels (Witness sign here)

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

Recorded November 12th., 1964 At 9:30 A.M. # 13983

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 27 of January 1966

Citizens & Southern National Bank of South Carolina By: Ralph M. Kesler Installment Loan Officer Witness: Bobby J. Nelson Witness: Francis Lawson

SATISFIED AND CANCELLED OF RECORD

4 DAY OF Feb. 1966

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A M. NO. 22825