

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

AT 12:51 O'CLOCK P. M. NO. 21582

For Termination of Real Property Agreement
See Deed Book 864 Page 9

1, 25 NOV 12 1965 14687 XXXX BOOK 786 PAGE 146
REAL PROPERTY AGREEMENT

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 tract of land in Saluda Township, Greenville County, State of South Carolina, containing 31.60 acres, more or less, and being known and designated as the property of Amos E. Jones, according to a plat thereof recorded in Plat Book WW at Page 145 in the RMC Office for Greenville County, and according to plat thereof, has the following metes and bounds, to-wit:

BEGINNING at a point in the forks of roads and running thence N. 53 W. 2172 feet to stone; thence S. 41-00 W. 172.4 feet to point; thence S 79. W 157 feet to iron pin; thence S. 51 W 139.4 feet to iron pin; thence S. 62 W. 148.6 feet to iron pin; thence N. 73-30 W. 188.9 feet to iron pin; thence S. 87-30 W. 130 feet to hickory; thence S. 53-30 E. 706.2 feet to stone; thence S. 23 E 368.3 feet to stone; thence N. 84-45 E. 614 feet to locust stump; thence S. 64-15 E. 637 feet to white oak; thence S. 45 E. 310 feet to stake; thence S. 85 E 154 feet to a point; thence N. 66-30 E. 307.5 feet to forks of road, the beginning corner.

This being the same property conveyed to the grantor and grantee by deed recorded in Deed Book 721 at page 187, grantee being the wife of the grantor.

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 Dorothy F. Tutel Smith
Witness [Signature] x OTIS F. SMITH

Dated at: Greenville, S.C. - 11-11-65
Date

State of South Carolina
County of Greenville

Personally appeared before me Bobby J. Nelson (Witness) who, after being duly sworn, says that he saw the within named Dorothy F. Tutel Smith + OTIS F. SMITH (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of November 1965
[Signature] (Witness sign here)

[Signature]
Notary Public, State of South Carolina
Commission expires at the will of the Governor

sc-75-R Recorded November 12th., 1965 At 9:30 A.M. # 14687