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21057
MAR 9 1967

REAL PROPERTY AGREEMENT

BOOK 814 PAGE 605

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 Grove Township, Greenville County, State of South Carolina, and according to plat of same made by W. J. Riddle, Sur. in June, 1947, and more particularly described as follows: BEGINNING at an iron pin in middle of County Road running from Reedy Fork Church to Augusta Road at corner of E.F. Henderson Estate property and running thence along middle of said road N. 76-30 W. 450 ft. to an iron pin in middle of said road; thence along line of remaining property of R.R. Moon N. 7-00 E. 450.5 ft. to stake; thence N. 54-30 E. 450 ft. to stake; thence N. 15-15 E. 614 ft. to stake in middle of County Road; thence along middle of said County Road S. 47 E. 259.3 ft. to stake; thence along line of A.M. Morgan and H.F. Henderson Estate properties S. 15-15 W. 1276 ft. to the point of beginning. This being a portion of the 34 acre tract conveyed to Robert R. Moon by E. Inman, Master by deed dated December 1, 1921, and recorded in the Office of R.M.C. for Greenville County in Deed Book 67, Page 63. Said 34 acre tract also being included in the deed of Frank Moon, et al, to R. R. Moon dated September 11, 1943, recorded in said R.M.C. Office in Deed Book ~~276~~ 314, Page ~~387~~ 328. Said tract contains 10.48 acres.

Less 78/100 acre deeded to James Irving and Ann Scott Alverson on Jan. 21, 1961.

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 [Signature] x y Aaron C. Scott
 Witness Kay C. Hill x y Elizabeth G. Scott
 Dated at: Greenville Feb 27, 1967
 Date

State of South Carolina

County of Greenville

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named Aaron C. & Elizabeth G. Scott sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Kay C. Hill witnesses the execution thereof (Witness)

Subscribed and sworn to before me this 27 day of Feb, 19 67 (Witness sign here)

Marion F. Austin
Notary Public in and for South Carolina
My Commission expires at the Will of the Governor

SC-75-R Recorded March 3rd., 1967 At 9:30 A.M. # 21057

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 Aaron C. Scott & Elizabeth G. Scott to The Citizens and Southern National Bank of South Carolina, as Bank, dated 2/27/67, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 3/3/1967, Docket 14, at Page 605, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina