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REAL PROPERTY AGREEMENT

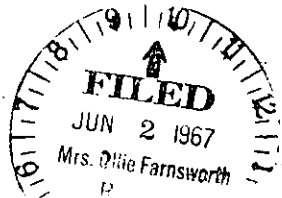
BOOK 821 PAGE 54

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:

BEGINNING at an iron pin on the northern side of Bridgewater Drive, joint front corner of Lots 12 and 13 and running thence with the joint line of said Lots N. 18-21 W. 180 feet to iron pin at the southern edge of Duke Power Company right of way; running thence from the southern edge of said right of way N. 72-30 E. 135 feet to iron pin at the joint rear corner of Lots 313 and 314; thence with the joint line of said Lots 17-21 E. 180 feet to iron pin on the northern side of said Bridgewater Drive, joint front corner of Lots 313 and 314; thence with the northern side of said Bridgewater Drive, S. 72-39 W. 135 feet to point of beginning. Being the same property conveyed to us by M. G. Proffitt by deed recorded in the R. M. C. office for Greenville County in Volume 711 at page 323.



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 W. P. [Signature] x John D. Owens
Witness Frances Lawson x Betty C. Owens

Dated at: Greenville May 31, 1967

State of South Carolina
County of Greenville

Personally appeared before me William L. Pherigo who, after being duly sworn, says that he saw the within named John D. Owens and Betty C. Owens sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 31st day of May, 1967

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

Recorded June 2nd., 1967 At 9:45 A.M. 29481

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 John D. & Betty C. Owens to The Citizens and Southern National Bank of South Carolina, as recorded May 31, 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on June 2, 1967 Book 821 at Page 54 has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Bucky Lynn By J. William Hughes
Debbie Parker

SATISFIED AND CANCELLED OF RECORD
24 DAY OF June 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:15 O'CLOCK P M. NO. 28297