

JUN 28 1967

306

REAL PROPERTY AGREEMENT

XXX-BOOK 822 PAGE 465

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: Michael D. Burnette, his heirs and assigns forever: All that piece, parcel or lot of land situate, lying and being in the City and County of Greenville, State of South Carolina, on the southwestern side of Kendal Green Drive and being known and designated as Lot No. 3 on plat of Kendal Green Subdivision, which plat is recorded in the R.M.C. Office for Greenville County in Plat Book "XX", page 115 and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the southwestern side of Kendal Green Dr. joint front corner of Lots Nos. 3 and 4 and running thence with the common line of said lots S. 52-40 W. 163.2 feet to an iron pin; thence across the rear line of lot no. 3 and N. 35-10 W. 85.05 feet to an iron pin; thence with the common line of Lots Nos. 2 and 3 N. 52-40 E. 160 feet to an iron pin on the southwestern side of Kendal Green Dr.; thence with the southwestern side of said Drive S. 37-20 E. 85 feet to an iron pin, the point of beginning. The above is the same property conveyed to the grantor by deed dated April 26, 1963 and recorded in the R.M.C. Office for Greenville County in Deed Book 721, page 365. This property is subject to restrictive covenants appearing on record in the R.M.C. Office for Greenville County in Deed Book 726, page 481 and all utility easements, building lines, restrictions and rights-of-way appearing on record.

and hereby irrevocably authorize and direct all lessees, estow 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.

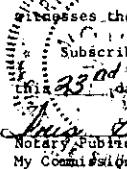
6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and 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 Michael D. Burnette
Witness Rosa N. Patterson x Cecilia W. Burnette

Dated at: GREENVILLE, S.C. 6-23-67 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 MICHAEL D. BURNETTE AND CECILIA W. BURNETTE sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with ROSA N. PATTERSON (Witness) attests the execution thereof.



Subscribed and sworn to before me this 23rd day of June, 1967 Bobby J. Nelson (Witness sign here)

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

SC-75-R Recorded June 28th., 1967 At 9:30 A.M. # 306

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 Michael D. Burnette & Cecilia Burnett to The Citizens and Southern National Bank of South Carolina, as to be dated 6-23 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 6/28 1967, Book 822 at Page 465, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Francis Lawson By J. William Hughes
Deanne Weaver

SATISFIED AND CANCELLED OF RECORD
14 DAY OF August 1967
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.