

JUN 28 1967

306

REAL PROPERTY AGREEMENT

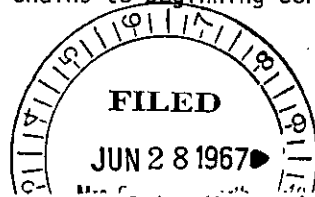
BOOK 822 PAGE 466

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: Book 964 Page 319

All that piece, parcel or lot of land with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the state of South Carolina, County of Greenville in the town of Fountain Inn, on the East side of Craig Street, being shown as Lot # 3 on plat of property of George P. Wenck, made by E. E. Gary, Surveyor, June 21, 1946, and having according to said plat, the following metes and bounds, to-wit:

Beginning at the iron pin on the east side of Craig Street at corner property of J. H. Nelson and running thence with the said Nelson line, S. 83-45 E. 6.30 feet to an iron pin; thence N. 4-00 E. 85 links to an iron pin at corner of lot # 2; thence with the line of lot # 2 N. 81-45 W. 6.27 chains to an iron pin on east side of Craig Street; thence with the East side of Craig Street, S. 2-30 W. 1.17 chains to beginning corner.



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 Ray C Ballaw x Albert W. Bailey  
 Witness Bob Bagwell x Frances Bailey  
 Dated at: Greenville June 27, 1967  
Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Ray C Ballaw who, after being duly sworn, says that he saw the within named Albert W. Bailey & Frances Bailey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Bob Bagwell witnesses the execution thereof.  
(Witness)  
(Borrowers)  
(Witness)

Subscribed and sworn to before me  
 this 24 day of June, 1967 Ray C Ballaw  
Mary C. Smith  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor  
(Witness sign here)

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 Albert W. Bailey and Frances Bailey to The Citizens and Southern National Bank of South Carolina, as Bank, dated 6-27 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 6-28 1967, Docket 822 at Page 466, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
 Witness Frances Lawson By E. Parker Suttler Inet. Loan Officer  
George W. Luss

SATISFIED AND CANCELLED OF RECORD  
 2 DAY OF June 1969  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A. M. NO. 28738