

JAN 31 1969

REAL PROPERTY AGREEMENT

BOOK 861 PAGE 266

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 situate, lying and being in Rehobeth School District, Grove Township, Greenville County, South Carolina, containing 81/100 of an acre, more or less, and described as follows on plat by J. A. Pickens, Surveyor, June 4, 1955, and described as follows: BEGINNING at iron pin joint corner of W. C. Hughey and William W. Bryson thence south 26-30 West 141 feet to iron pin joint corner W. C. Hughey and William W. Bryson, thence along line of Bryson line North 49-30 West 214 feet to iron pin, thence North 3-30 W. 62x feet 8 inches to pine tree, thence North 78 East 142 feet to oak tree, thence South 40 East 144 feet to the beginning.

The foregoing land was conveyed to grantor by deed of William W. Bryson, June 11, 1955, and recorded in the RMC Office for said County in Deed Book 575 at page 423.

This conveyance by the grantor to her husband is made subject to a mortgage given to Laurens Federal Savings and Loan Association, dated ~~XXXX~~ May 31, 1960, securing an indebtedness in the amount of Eighty five Hundred and no 100 (\$8500.00) Dollars, and which is ~~being~~ recorded along with this deed.

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 E. Parker Suttler x Talmadge C. Cooper  
 Witness Frances Lawson x Ada B. Cooper

Dated at: Greenville January 30, 1969

State of South Carolina  
County of Greenville

Personally appeared before me E. Parker Suttler who, after being duly sworn, says that he saw the within signed Talmadge C. Cooper and Ada B. Cooper (Borrowers) 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 30 day of January, 1969  
Frances Lawson (Witness sign here)

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

Recorded January 31, 1969 At 9:00 A.M. # 18077

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that the certain agreement entitled "Real Property Agreement" made by Talmadge C. Cooper & Ada B. Cooper to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-30 1969, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 1-31 1969, Docket 861 at Page 266, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson By George H. Lewis  
Don R. Dillard

TERMINATED AND CANCELLED OF RECORD  
28 DAY OF March 1969  
Ullis Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:17 O'CLOCK P M. NO. 23041