REAL PROPERTY AGREEMENT

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

- l. 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

All that parcel, or lot of land in Gant Township, Greenville County, State of South Carolina, being known and designated as lot #93 as shown on a plat of Augusta Acres, recorded in plat book P at page 17 and being more particularly described according to a more recent survey prepared by Pickell and Pickell, Engineers, June 8,1948 as follows.

Beginning at an iron pin on the North side of Churchill Circle, joint front corner of lots 93 & 94 which pin is 375 ft. in as easterly direction from the intersection of Churchill Circle and High Street, and running thence with joint line of said lots, N.15-45W, 200 ft. to an iron pin in rear line of lots 78'thence with line of said lot N 74-15 E 100 ft. to an iron pin on joint rear corner of lots 92 and 93 thence with joint line said lots S 15-45 E 200 ft. to an iron pin in the north side of Churchill Circle, thence with Churchill Circle, S 74-15 W, 100 ft. to the 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 It I was the X | en willing to |
|---|--|
| Witness illiest m Fray x | ila D. C. Culano |
| Dated at: Greenville 4- | 18-63 Date |
| State of South Carolina | |
| County of Greenville | |
| Personally appeared before me J. D. Outlaw | who, after being duly sworn, says that he saw |
| the within named Ben Dudley Owens & Viola Cwens | sign, seal, and as their |
| (Borrowers) act and deed deliver the within written instrument of writing, and that depo | ment with Albert M. Finley |
| witnesses the execution thereof. | (WITHESS) |
| Subscribed and sworn to before me | FILED |
| this 18thday of April , 19 63 | ullacu = APR 20 1963 |
| (5 and Made | (Witness sign here) Farnsworth |
| Notary Public, State of South Carolinal My Commission expires at the will of the Governor | The Rich State of the Rich Sta |
| sc-75-R Recorded April 20th. 1963 at 9:30 | No.26810 (7) |

The debt hereby secured is paid in full and
the Lien of this instrument is satisfied this
The Gettings the of South

The Gettings the of South

National Phenglawson

Witness: Frances Hill

Witness: Hay 6. Hill

Witness: Hay

SATISFIED AND CANCELLED OF RECORD

1967

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A. M. NO. 24409