1.25 Fd - Frankly S Turner. XX

REAL PROPERTY AGREEMENT

22977 BOOK 694 PAGE 347

BOOK 733 PAGE 286

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 West side of Whiller Drive, at joint front corner of Lots 20 and 21, running thence along the line of Lot 21, S. 66-17 W., 206.9 feet to an iron pin on the East side of Tower Drive, thence along the East side of Tower Drive, S. 26-16 E., 11 4 feet to an iron pin, thence continuing along Tower Drive, S. 23-40 E., 59.9 feet to an iron pin, thence with the line of Lot 22, N. 74-16 E., 204.9 feet to an iron pin on the West side of Whiller Drive, thence along Whiller Drive, N. 15-44 W., 25.7 feet to an iron pin, thence continuing with Whiller Drive, N. 23-43 W., 74.3 feet 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 Linda D. Henderson x J. L. Whitten

Witness Patricia S. Bryant x

Dated at: Greenville

3-16-62
Date

RECORDED
MAR 17 1962
Mrs Ollie Farnsworth
R. M. C.

State of South Carolina

County of Greenville

Personally appeared before me Linda D. Henderson (Witness) who, after being duly sworn, says that he saw the within named J. L. Whitten (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patricia S. Bryant (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 16 day of March, 1962 Linda D. Henderson (Witness sign here)

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

SC-25-R

Recorded March 17th, 1962 at 9:30 A.M. #22977

RE-RECORDED OCTOBER 8, 1963 AT 9:30 A.M. #10504

For termination of Real Property Agreement See Deed Book 767 Page 18.