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13107

NOV 2 1963

REAL PROPERTY AGREEMENT

BOOK 735 PAGE 210

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 lot of land in Bates Township, Greenville County, State of South Carolina, on the northwest side of McElhane Road, containing 21 acres, more or less, and having the following metes and bounds, to-wit:

Beginning at a point in the center of McElhane Road at the corner of the 90 acre tract heretofore conveyed by Fred R. Roach to the Brandon Corporation, and running thence along the center of said McElhane Road, S 67-05 W, 149 feet, more or less, to a bend in said Road; thence still with the center of said Road, S 23 1/2 W, 394 feet, more or less, to a point in the center of said Road at corner of property now or formerly belonging to Charlie Batson; thence along the line of the Batson property N 35 1/2 W, 2,078.38 feet, more or less, to a stake at the corner of the 90-acre tract of the Brandon Corporation; thence along the line of the Brandon tract, N 60-20 E, 489 feet to the corner of the Brandon tract; thence still with the line of the Brandon tract, S 35-30 E, 1,780 feet to the beginning corner in the center of the McElhane Road and being the same property conveyed to me in deed book 564 at page 160. Recorded in Book 658 of Deeds, page 131, R.M.C.

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 Reba M.C. Coyle x Chas. Lavin Hall

Witness Donna R. Dacus x Rose W. Hall

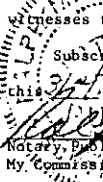
Dated at: Greenville 10-31-63
Date

State of South Carolina
County of Greenville

Personally appeared before me Reba M.C. Coyle who, after being duly sworn, says that he saw the within named Mr. Lavin Hall (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 31 day of October, 1963 Reba M.C. Coyle (Witness sign here)



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

SC-75-R Recorded November 2, 1963 At 9:30 A.M. # 13107

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK L PAGE 445

SATISFIED AND CANCELLED OF RECORD
27 DAY OF July 19 71
Ollie L. Samuel
R. M. C. FOR GREENVILLE COUNTY, S.C.
AT 3:00 O'CLOCK P M. NO. 2622