

FEB 21 1964  
**REAL PROPERTY AGREEMENT**

BOOK 742 PAGE 518

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 certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, near the City of Greenville, being known and designated as Lot No. 78 on plat of White Horse Heights, Section 2, which plat is recorded in Plat Book BB at Page 183 in the R.M.C. Office for Greenville County, South Carolina, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of Dena Drive (Range View Circle) joint front corner Lots 77 and 78 and running thence N. 21-13 W. 170 feet to an iron pin; thence S. 68-47 W. 85 feet to an iron pin on the line of Lot 80; thence along the line of Lot 80 and Lot 79, S. 21-13 E. 170 feet to an iron pin on Dena Drive (Range View Circle) joint corner with Lot 79; thence along Dena Drive (Range View Circle) N. 68-47 E. 85 feet to an iron pin, the point of beginning;

Recorded in Book 724, Page 422 of Deeds, R.M.C. Office, Greenville County, South Carolina

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 Nina L. Moore x Carl W. West

Witness Donna Dacus x Connie L. West

Dated at: Greenville February 19, 1964  
Date

State of South Carolina  
 County of GREENVILLE

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named Carl W. West and Connie L. West sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus witnesses the execution thereof.  
(Witness)  
(Borrowers)

Subscribed and sworn to before me  
 this 19th day of February, 19 64  
Nina L. Moore  
(Witness sign here)

Reba D. McCoy  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

SC-75-R Recorded February 21, 1964 At 9:30 A.M. # 23754

SATISFIED AND CANCELLED OF RECORD

3 DAY OF Nov. 1965  
Ollie Jarnsworth  
 R.M.C. FOR GREENVILLE COUNTY, S. C.  
 AT 3:15 O'CLOCK P. M. NO. 13667

Lien Released By Sale Under  
 Foreclosure 3 day of Nov.  
 A.D., 1965. See Judgment Roll  
 No. 5554

Attest  
Nellie M. Smith  
 Deputy

E. J. ...  
 MASTER