

135/ MAY 19 1964

32716

REAL PROPERTY AGREEMENT

BOOK 749 PAGE 211

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

Greenville, State of South Carolina, described as follows: Deed Vol 628, at page 507

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, on the western side of High Valley Boulevard, in Gantt Township, shown and designated as Lot No. 139 on Plat No. 2, Section No. 1, of Fresh Meadow Farms according to the plat made by R. K. Campbell, Surveyor, revised May 18, 1957, recorded in the R. M. C. office of Greenville County, South Carolina, in Plat Book "NN" at page 85, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin located on the western side of High Valley Boulevard, being the joint front corner of Lots 138 and 139 and running thence S. 32-45 W. 70 feet along the western side of High Valley Boulevard to an iron pin, being joint corner of Lots 139 and 140; thence running N. 57-15 W. 180 feet along the lines of Lots 140 and 141 to an iron pin, being the joint rear corner of lots 139, 141, 142 and an area designated "playground"; thence running N. 32-45 E. 70 feet along the line of an area designated "playground" to an iron pin, being the joint rear corners of Lots 138 and 139; thence running S. 57-15 E. 180 feet along the line of Lot 138 to an iron pin located on the western side of High Valley Boulevard, being the joint corner of Lots 138 and 139, the point of beginning; being the same conveyed to me by L. A. Moseley and C. Henry Branyon by their deed dated June 26, 1959, recorded in R.M.C.G.'villeCity

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 Robert D. Grace x Earl H. Watson
Witness Don C. Letman x Frances R. Watson
Dated at: Greenville Date 5-18-64



State of South Carolina
County of Greenville
Personally appeared before me Robert D. Grace who, after being duly sworn, says that he saw the within named Earl H. Watson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Don C. Letman witnesses the execution thereof.

Subscribed and sworn to before me this 18th day of May, 1964
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded May 19, 1964 At 9:30 A.M. # 32716

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 28 of May 1968
The Citizens & Southern National Bank of South Carolina
By: E. Parker Suttler
Witness: Frances Lawson
Witness: David Sloan

SAIASED AND CANCELLED OF RECORD
29 DAY OF May 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A.M. NO. 30737