REAL PROPERTY AGREEMENT

7 ~ X X 752 page 491.

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. (hereinsiter 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 4454

- 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 Book 742, Page 09

 CREFENVILLE

, State of South Carolina, described as follows: GREENVILLE

All that piece, parcel or lot of land situate, lying and being on Cherokee Drive, near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 339 of Sector 7 of a subdivision known as Botany Woods, a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book YY at Page 276 and Applied as according to said plat the following materials and bounds. Pages 76 and 77, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Eherokee Drive, joint front corner lots #339 and #340, running thence along the joint line of these lots, S. 41-00 W. 200.0 feet to an iron pin; thence N. 49-00 W. 160.7 feet to an iron pin on the southern edge of Bridgewater Drive; thence along said drive, N. 51-06 E. 64.0 feet to an iron pin; thence continuing along Bridgewater Drive, the following courses and distances, N. 45-53 E. 84.0 feet to an iron pin; thence N. 40-56 E. 30 feet to an iron pin at an intersection, which intersection is curved, the chord of which is N. 86-26 E. 35.7 feet to an iron pin on the western side of Charakas Drive: there a least the western side of Charakas Drive: there a least the western side of Charakas Drive: there a least the western side of Charakas Drive: there a least the western side of Charakas Drive: western side of Cherokee Drive; thence along the western side of Cherokee Drive, S. 49-00 E. 110.8 feet to an iron pin, point of beginning.

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 perenforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perenforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perenforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perenforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to per-

- 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 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 assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank assigns, and inure to the benefit of Bank and its successors and constitute conclusive evidence of the validity, effectiveness and 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 outhouted to rely thereon.

Concentration	()	// ///
Witness Mina L. Mitor	e x times	Manna
		Brown Brown
Witness Betty It Wigge	n) (x Blicabeth	h O. Brown
Witness	7-7-64 Suall	n v. brown
Dated at: Greenville, S. C.	Date	
		ho, after being duly sworn, says that he saw
State of South Carolina		
Greenville		Venia.
County of	- 1 Moore W	ho, after being duly sworn, says that he saw
Personally appeared before me Nin the within named James S. B rown a	a L. Moore w	g sign, seal, and as their
the within named James S. B rown a	nd Mrs. Elizabeth U. Brown	Betty W. Higgins
act and deed deliver the within written instrument	of writing, and that deponent with	(Witness)
act and deed deliver the within without	-	(WICHESS)
witnesses the execution thereof.		
Shecribad and sworn to before me		11. I Mund
this 7th say of July 19 64		Mua L. Morel (Witness sign here)
this for say, or and it		(Witness Sign perc)
State of South Carolina		
Notary Toolic, Seems of the Comment		n alen
sc-75-R Recorded July	9, 1964 At 9:30 A.M.	# <u>+</u> 4フ <u>+</u>
mulan,		

e debt hereby secured is paid in full and instrument is satisfied this South barolina Mauson Wirness: Francis Witness:

SATISFIED AND CANCELLED OF RECORD DAY OF July Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 1407