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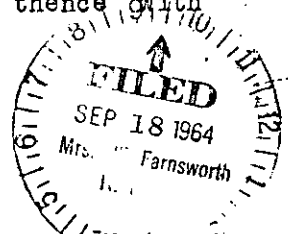
REAL PROPERTY AGREEMENT

BOOK 758 PAGE 11

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

County Greenville, State of South Carolina, described as follows: All that lot of land situate in the city and County of Greenville State of South Carolina being known as lot 36 on plat of Essex Court by Dalton and Neeves dated May 1949 and recorded in the RMC office of Greenville County in plat book W at page 31 and having according to said plat the following metes and bounds to wit: BEGINNING at an iron pin on the East side of Essex Court which iron pin is situate 75 feet North of the intersection of a county road in which is also the joint corner of lot 37 thence with the line of lot 37 N 86-15E 134.6 feet to an iron pin thence N 5-52 W 60.04 feet to an iron pin at the corner of lot 35 thence with the line of said lot S 86-15 W 132.5 feet to an iron pin on the East side of Essex Court thence with said Court S 3-45 E 60 feet to 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 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 Dan L. Moyd x Ernest L. Smith  
 Dan L. Moyd Ernest L. Smith  
 Witness Jean F. Boland x Hattie L. Smith  
 Jean F. Boland Hattie L. Smith

Dated at: Greenville, South Carolina 9-9-64  
 date

State of South Carolina  
 County of GREENVILLE

Personally appeared before me Dan L. Moyd who, after being duly sworn, says that he saw the within named Ernest L. Smith and Hattie L. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jean F. Boland witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of September, 1964  
Dan L. Moyd (Witness sign here)

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

Recorded September 18th., 1964 At 9:30 A.M. # 8586

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 10 of April 1968  
The Citizens & Southern National Bank of South Carolina  
 By: J. Clarence Hopkes  
 Witness: Francis Lawson  
 Witness: E. Parker Butler

SATISFIED AND CANCELLED OF RECORD  
15 DAY OF April 1968  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A. M. NO. 26659