

11600

OCT 19 1964

REAL PROPERTY AGREEMENT

BOOK 760 PAGE 10

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:

Greenville, State of South Carolina, described as follows:

Beginning at iron pin on east side of Poplar Drive, corner of lot formerly sold to and owned by Harley, and runs thence N. 80-31 E forth-nine and four-tenths (49.4) feet to stake or pin; thence N. 75-54 E two hundred twelve and one-tenth (212.1) feet to iron pin; thence N 14-51 W. fifty and two-tenths (50.2) feet to a concrete monument; thence S 77-55W one hundred twenty-three (123) feet to iron pin at angle: thence N 88 W one hundred twenty (120) feet to eastern edge of said Poplar Drive; thence therewith, S 0-53 W eighty-six and six-tenths (86.6) feet to the beginning corner; and being a small part of the lot conveyed to me by W. W. Cannon, and all of the same conveyed to me by Henry G. and Ruby T. Tucker, less a small portion sold to Harley: the Cannon deed to me being recorded in Vol. 307, page 369; and the Tucker deed to me recorded in Vol. 342 page 10.

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 Bobby J. Nelson x Mamie Terrell Scruggs

Witness Betsy Bruce x W. Edwin Scruggs Jr.

Dated at: Greenville, S.C. 10-18-64 Date

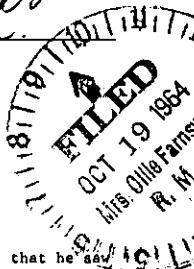
State of South Carolina County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Mamie Terrell Scruggs & W. Edwin Scruggs Jr. sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betsy Bruce witnesses the execution thereof.

Subscribed and sworn to before me this 15 day of October, 1964 Bobby J. Nelson (Notary sign here)

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

Recorded October 19th., 1964 At 9:30 A.M. # 11600



The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 19 of Sept. 1966 The Citizens & Southern National Bank By: Ralph M. Kesler Witness: Frances Lawson Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD 22 DAY OF Sept. 1966 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 7999