

NOV 23 1964

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REAL PROPERTY AGREEMENT

BOOK 762 PAGE 118

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 piece, parcel or lot of land situate lying and being in Greenville County, South Carolina on State Highway ~~SK~~ S-1-50 (Rt. # 2 ~~N~~ Pelzer, S.C.) ~~consisting~~ consisting of one (1) acre more or less and being more definitely described as follows: BEGINNING at a point on the North side of the above mentioned state Highway were the lands of J.R. Pool and Alfred Hill have a common corner; thence North along the Alfred Hill property line three hundred (~~300~~ 300) feet to a point; thence west and parallel to the highway one hundred, sixty-seven (167) feet to a point; thence South and perpendicular to the highway three hundred (300) feet to the highway; thence East along said highway one hundred, sixty-seven (167) feet to the 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 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 R. L. Spearman

Witness Jean F. Boland x Joyce Spearman

Dated at: Greenville 11/20/64
Date

State of South Carolina
Greenville
County

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

Subscribed and sworn to before me this 20th day of November 1964
Martha Ann Chewes (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

sc-75-R Recorded November 23rd., 1964 At 9:30 A.M. # 15109

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by R. L. Spearman & Joyce Spearman to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-20 1964, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-23 1964, Book # 762 at Page 118, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Francis Lawson By C. Parker Suther Inst. Loan Officer
George H. Lewis

RECORDED AND CANCELLED OF RECORD
31 DAY OF Dec. 1968
Oliver Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
NO. 15505