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29466

REAL PROPERTY AGREEMENT

BOOK 771 PAGE 515

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 surviving person hereinafter designated, 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 or hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that, certain real property located in the County of

Greenville, State of South Carolina, described as follows:

All That piece, parcel or lot of land with the buildings and improvements thereon, lying situate and being near the city of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 223 on plat of property of Robert J. Edwards, which plat is recorded in the RMC Office of Greenville County, in Plat Book EE, page 60, 61 and having, according to said plat, the following metes and bounds to-wit:

Beginning at an iron pin on the northeasterly side of Elizabeth Drive, joint front corner Lots 222 and 223 and running thence N. 56-30 E. 200 feet to an iron pin; thence S. 33-30 E. 100 feet to an iron pin, joint rear corners lots 223 and 224; thence S. 56-30 W. 200 feet to an iron pin to Elizabeth Drive, joint front corner Lots 223 and 224; thence along Elizabeth Drive N. 33-30 W. 100 feet to an iron pin, the beginning point.

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 agree 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 [Signature] x James I. McCulloch, Jr.
[Signature] x Doris A. McCulloch
 Dated at: Greenville 4-22-65 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named James I. McCulloch, Jr. + Doris A. McCulloch sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robert L. Pence witness the execution thereof.

Subscribed and sworn to before me this 22nd day of April, 1965
Marion F. Austin (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded April 22nd., 1965 At 9:30 A.M. # 29466

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 James I. McCulloch Jr. and Doris A. McCulloch to the Citizens and Southern National Bank of South Carolina as bank, dated 4/9/1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 4/22 1965, Docket 771 at page 515, has been terminated and the undertakings therein described discharged.
 The Citizens and Southern National Bank of South Carolina
 M. F. Austin Installment Loan Officer
 Frances Lawson

SATISFIED AND CANCELED OF RECORD
 17 DAY OF Oct 1967
 Ollie Farnsworth