

OCT 1 1965
REAL PROPERTY AGREEMENT

10412 X X X X BOOK 783 PAGE 289

1.25

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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 lot of land in the County of Greenville, State of South Carolina, in Grove Township, being shown on plat of J. H. Garrett, recorded in the R. M. C. Office for Greenville County in plat book EEE at page 97, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of Greenville-Pelzer Road, approximately 855 feet southwest of the intersection of the new U. S. Highway 29, and running thence N 63-26 W. 225.6 feet to an iron pin on the right of way of Southern Railroad; thence with said right of way, S 34-50 W. 169 feet to an iron pin; thence S 56-07 W., 297.8 feet to a point on the western side of Greenville, Pelzer Road; thence with said road, the following courses and distances: N 11-49 E, 100 feet; N 15-55 E., 100 feet; N 22-03 E., 10 feet to the point of beginning. This is the same tract intended to be conveyed to me in deed book

546 at page 31. See deed books 264, page 120, and book 467, page 277. and hereby irrevocably authorizes and directs 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 Margaret H. Buckhiester x Jess W. Bell, Jr.
Witness Wm. W. Morrow x Jo Anne A. Bell

Dated at: Piedmont, S. C. September 30, 1965
Date

State of South Carolina

County of Greenville

Personally appeared before me Margaret H. Buckhiester who, after being duly sworn, says that she saw the within named Jess W. Bell, Jr. and Jo Anne A. Bell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with William W. Morrow witnesses the execution thereof.

Subscribed and sworn to before me
this 30th day of September, 19 65
Wm. W. Morrow Margaret H. Buckhiester
(Witness) (Witness sign here)

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

Recorded October 1st., 1965 At 9:30 A.M. # 10412

*Paid and satisfied this 1 day of July 1966.
Southern Bank & Trust Co.
Piedmont South Carolina
Charles T. Kimbo V. Pres.
Witness Margaret H. Buckhiester*

SATISFIED AND CANCELLED OF RECORD
18 DAY OF July 1966
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:28 O'CLOCK P M. NO. 1912