

REAL PROPERTY AGREEMENT

BOOK 793 PAGE 97

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...

- 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...
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows:

All that piece parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situated, lying and being in the State of South Carolina, County of Greenville, in Bates Township known as Lot No. 28 on plat of property of Roy Styles recorded in the RMC Office for Greenville County in Plat Book Y at page 63 and having, according to said plat, the following meets and bounds to-wit: BEGINNING at an iron pin on the West side of Walnut Lane, front corner of Lots No. 28 and 29; thence with the line of Lot No. 29 S. 86-45 W., 292 feet to a stake in Pole Branch; thence down and with the meanderings of said Branch, 104 feet more or less to an iron pin in line of lot No. 27; thence with the line of Lot No. 27 N. 86 - 45 E. 330 feet to a stake on Walnut Lane; thence with the said Walnut Lane S. 3 - 15 E., 100 feet to the 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...

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 Jack L. Frealey x Broadus L. Bidwell

Witness Dean L. Moyd x Betty J. Bidwell

Dated at Greenville Feb 25, 1966

State of South Carolina County of Greenville

Personally appeared before me Jack L. Frealey who, after being duly sworn, says that he saw the within named Broadus L. and Betty J. Bidwell sign, seal, and as their act and deed, deliver, the within written instrument of writing, and that deponent with Dean L. Moyd witnesses the execution thereof.

Subscribed and sworn to before me this 25 day of February, 1966 Jack L. Frealey (Witness sign here)

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

Recorded March 2, 1966 At 9:30 A.M. # 25282

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 Broadus L. Bidwell & Betty J. Bidwell to The Citizens and Southern National Bank of South Carolina, as Bank, dated 2-25-1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 3-2-1966, Docket 793, at Page 97, has been terminated and the undertaking thereon described discharged.

CANCELLED OF RECORD