

1.75

X 444

REAL PROPERTY AGREEMENT

BOOK 797 PAGE 593

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: near the city of Greenville, being shown and described as all of Lots 13, 14, 15, 16, 17 and 18, and the front portion of Lots 19 and 20 as shown on plat of White City View recorded in Plat Book E, Page 116, and when described as a whole contains the following metes and bounds: BEGINNING at an iron pin at the northeastern corner of the intersection of Bramlett Road and YMCA Street and running thence along the northern side of Bramlett Road N. 83-17 E. 388.6 feet to pin at the intersection of Bramlett Road and Smith Street; thence with Smith Street N. 0-20 W. 70 feet to pin; thence across Lots 20 and 19 S. 83-17 W. 97 feet to pin in line of Lot 18; thence with the joint line of Lots 18 and 19 N. 0-11 E. 77.5 feet to pin on 10 foot alley; thence with the southern side of said alley S. 81-47 W. 291 feet to pin on eastern side of YMCA Street; thence with the eastern side of YMCA Street S. 0-11 W. 140 feet to the beginning corner.

ALSO: Lot 11 as shown on the above mentioned plat and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the eastern side of YMCA Street at the corner of YMCA Street and a 10 foot alley; thence with the northern side of said alley N. 81-47 E. 184 feet to pin at corner of 20 foot alley; thence with the western side of said 20 foot alley N. 06-0 W. 48.8 feet to pin; thence S. 81-47 W.

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 Mary D. Evans x T. J. Ayers
Witness George M. McFarland x Juanita M. Ayers
Dated at: Greenville, S.C. 8/24/66

State of South Carolina
County of Greenville
Personally appeared before me Mary D. Evans who, after being duly sworn, says that he saw the within named T. J. Ayers + Juanita M. Ayers sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with George M. McFarland witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of August, 1966
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Mary D. Evans (Witness sign here)

(CONTINUED ON NEXT PAGE)

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 9 PAGE 337

SATISFIED AND CANCELLED OF RECORD
11 DAY OF August 1966
R. M. G. FOR GREENVILLE COUNTY, S. C.
AT 9:25 O'CLOCK A. M. NO. 493