

MAY 11 1966

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REAL PROPERTY AGREEMENT

BOOK 798 PAGE 116

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 lot of land with the buildings and improvements thereon situate on the Southeast side of Sir Abbott street near the City of Greenville, in Greenville County, South Carolina being shown as lot No. 110 on plot of Sherwood Forest made by Dalton and Neves, Engineers, August, 1951, revised through November, 1952 recorded in the R.M.C. Office for Greenville County, South Carolina in Plot Book "GG" pages 2 and 3 and having according to said plot the following metes and bounds to wit:

Beginning at an iron pin on the Southeast side of Sir Abbott Street at Joint front corner of lots 109 and 110 and running thence with the line of lot 109, S. 27-1/4 E., 155 feet to and Iron; thence S. 62-46 W. 75 feet to and Iron pin; thence with the line of 111, N. 27-1/4 W. 155 feet to an Iron pin on the Southeast side of Sir Abbott N. 62-46 E. 75 feet to the beginning corner

This is one of the lots conveyed to the Grantor by deed of L. A. Moseley and John T. Douglas, dated July 9, 1953 recorded in the R.M. C. office for Greenville County, South Carolina in deed book 567 page 416.

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 V. M. Gill Jack W. Jones

Witness Dan L. Moyal Louise D. Jones

Dated at: Greenville 5-9-66
Date

State of South Carolina.

County of Greenville

Personally appeared before me V. M. Gill who, after being duly sworn, says that he saw the within named Jack W. Jones and Louise D. Jones sign, seal, and as their

and deed, deliver the within written instrument of writing, and that deponent with Dan L. Moyal witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 9 day of May, 1966 V. M. Gill (Witness sign here)

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

SC-75-R Recorded May 11th., 1966 At 9:30 A.M. # 32175

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 Jack W. & Louise D. Jones to The Citizens and Southern National Bank of South Carolina, as Bank, dated 5-9 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on May 11 1966, Docket 798 at Page 116, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness George W. Lewis J. William Hughes By J. Clarence Hopke att. v. p.

SATISFIED AND CANCELLED OF RECORD

25 DAY OF June 1969

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:00 O'CLOCK A. M. NO. 30915