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REAL PROPERTY AGREEMENT

BOOK 802 PAGE 296

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 piece, parcel, or lot of land, with the buildings and improvements thereon, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 245, Sector V, Botany Woods, and having, according to a plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book YY, Page 7, the following metes and bounds, to-wit:

Being the same conveyed to the Grantor by deed recorded in said R. M. C. Office in Deeds Book 726 page 46.

This conveyance is made subject to building restrictions recorded in said R. M. C. Office in Deeds Book 676 page 137.

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.

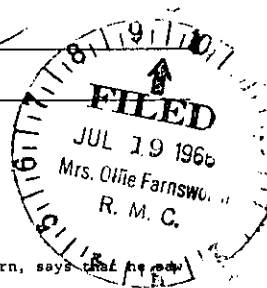
4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due 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 Ralph M. Kesler x Sara C. Marks
Witness Frances D. Lawson x Daniel Marks

Dated at: Greenville July 15 1966



State of South Carolina Greenville

Personally appeared before me Ralph M. Kesler who, after being duly sworn, says that he is the within named Sara C. and Daniel Marks (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Frances Lawson (Witness)

Subscribed and sworn to before me this 15th day of July, 1966. Witness sign here: Ralph M. Kesler

Notary Public, State of South Carolina My Commission expires on the 1st of the Governor SC-75-R Recorded July 19th., 1966 At 9:30 A.M. # 2052

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 Sara C. and Daniel Marks to the Citizens and Southern National Bank of South Carolina, as Bank, dated July 15, 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on July 19, 1966, in Book 802, at Page 296, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina W. L. Pherigo - witness Frances Lawson M. F. Austin

SATISFIED AND CANCELLED OF RECORD 2 DAY OF Aug. 1967 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C.