

1.25 AUG 8 1966

3818

REAL PROPERTY AGREEMENT

BOOK 803 PAGE 475

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

Greenville, State of South Carolina, described as follows:

On the South side of the Saluda Dam Road containing two acres, more or less, and having the following metes and bounds according to Survey and Plat by Pickell & Pickell, Engineers, September 21, 1946, as follows:

Beginning at a stake in the center of said road corner of property of J. P. Edens; thence with center of said road S. 70 E. 129 feet to a stake in line of other property of the grantor, Frank Cunningham, Robert P. Cunningham and Gene Cunningham; thence with said property S. 11-30 W. 395.7 feet to a stake; thence with line of the same property N. 65-15 W. 300 feet to a stake; thence with the Edens property N. 35-30 E. 383 feet to the point of beginning.

Being the same property conveyed to the grantor herein by J. E. Means, as Trustee, Frank Cunningham, Robert Cunningham and Gene Cunningham. Deed recorded in the R. M. C. Office for Greenville County in Deed Book 300 at page 56

and hereby irrevocably and directly assigns, conveys, transfers, and assigns 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 Nancy J. Crain x Ladd Cunningham

Witness Bobby J. Nelson x Zella D. Cunningham

Dated at: Greenville, S.C. 8-4-66

State of South Carolina

County of Greenville

Personally appeared before me Nancy J. Crain who, after being duly sworn, says that he saw the within named Ladd Cunningham and Zella D. Cunningham sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Bobby J. Nelson witnesses the execution thereof.

Subscribed and sworn to before me this 4th day of August, 1966. Nancy J. Crain (Witness sign here)

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

SC-75-R

Recorded August 8th., 1966 At 9:30 A.M. # 3848

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 Ladd Cunningham & Zella D. Cunningham The Citizens and Southern National Bank of South Carolina, as to be dated 8-4-1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 8-6-1966, Docket 803 at Page 475, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Frances Lawson By George W. Lewis

SATISFIED AND CANCELLED OF RECORD

22 DAY OF August 1969

(See also deed book 145 at page 306 and Trust Agreement recorded in Deed Book 264 at pages 253 and 254.)

For Ladd Cunningham & Zella D. Cunningham Real Property Deed Book 803 Page 475