

2-2-30
OCT 6 1967

REAL PROPERTY AGREEMENT

BOLK 830 PAGE 201

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: Book 828, Page 70

All that piece, parcel or lot of land situate, lying and being on the northern side of Rolling Green Circle, near the City of Greenville, in the County of Greenville, State of South Carolina, and known and designated as one-half of lot No. 7 of a subdivision of property of Rolling Green Real Estate Company, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book XX at page 33 and according to said plat has the following metes and bounds, to-wit:

Beginning at an iron pin on the Northern side of Rolling Green Circle at the joint front corner of lots Nos. 7 & 8 and running thence with the joint line of said lots N1 - 15E 436 feet to and iron pin; running thence N86 - 15E 200 ft to a point in the center of the rear lot line of Lot No. 7 at the corner of property heretofore conveyed to Sherwood; running thence along a new line through Lot No 7S 1-15W 435 feet, more or less, to an iron pin on the northern side of Rolling Green Circle; running thence with the northern side of said circle S86-0E 200 Feet to an iron pin, point of 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, 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 Charles D. Stilwell X Gerald D. Johnson

Witness Marion F. Austin X Elizabeth M. Johnson

Dated at: Greenville, S.C. 9/18/67
Date

State of South Carolina

County of Greenville

Personally appeared before me Charles D. Stilwell who, after being duly sworn, says that he saw the within named Gerald D. Johnson and Elizabeth M. Johnson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin witnesses the execution thereof.

Subscribed and sworn to before me this 18th day of September 1967

Charles D. Stilwell
(Witness sign here)

Marion F. Austin
Notary Public, State of South Carolina
My Commission expires January 1, 1971

Recorded October 6, 1967 At 9:30 A.M. # 10178

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 Gerald D. & Elizabeth M. Johnson to The Citizens and Southern National Bank of South Carolina, as Book 830 9-18 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Oct. 6 1967, Do 830 at Page 201, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Dianne R. Weaver By M. F. Austin
Don D. Hillard

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