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19376 JAN 1 1968

REAL PROPERTY AGREEMENT

BOOK 836 PAGE 356

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:

All that lot of land with improvements thereon, situate on the South side of Twin Lake Avenue (now Lake Road) in the City of Greenville, Greenville County, South Carolina, being shown as Lot No. 111 on plat of Section 2 of Stone Lake Heights made by Piedmont Engineering Service July 15, 1953, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book W, at pages 86 and 87, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the south side of Twin Lake Avenue, (Now Lake Road) at joint front corner of Lots No. 110 and 111 and running thence along the line of Lot 110, S. 3-44 W. 177.6 feet to an iron pin; thence S. 86-16 E. 107 feet to an iron pin; thence with the line of Lot No 76 N. 3-44 E. 177.6 feet to an iron pin on the South side of Twin Lake Avenue (Now Lake Road); thence along Twin Lake Avenue (Now Lake Road) N. 86-16 W. 107 feet to the beginning corner.

The above piece of property is the same conveyed to the within grantor by Roy E. Hallman by deed dated August 28, 1959, recorded in the R. M. C. Office for Greenville County in Book 633 of Deeds, page 155.

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 Frances Lawson x James T. Bell Jr
 Witness R. L. Williams x Martha Holland Bell
 Dated at: Greenville 1-15-68
Date

State of South Carolina
County of Greenville

Personally appeared before me Frances Lawson (Witness) who, after being duly sworn, says that he saw the within signed by James T. Bell, Jr. and Martha Holland Bell (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with R. L. Williams (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of January, 1968
Frances Lawson (Witness sign here)

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

SC-75-R

1-1-71 Recorded January 19th, 1968 at 9:30 A.M. #19376

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 James T. Bell, Jr. & Martha Holland Bell to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-15 1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 1-19 1968, Docket 836 at Page 356, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Frances Lawson By J. Clarence Hapke asst. V.P.