APR 24 1570 23298 REAL PROPERTY AGREEMENT 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 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 e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property de-bed 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 certain piece, parcel, or lot of land, with all improvements thereon situate, lying and being in the State of Scuth arolina; Gounty of Greenville, in Greenville Township, being known and designated as Lot No. 27 of a subdivision known as Cak Crest, Section I, property of Prown, Inc., as shown on plat thereof prepared by C.C. Jones and Associates, Engineers, January 1955 and recorded in the R.M.C. Office for Greenville County in Plat Book GG, at pages 110 and 111. FILED APR 24 19700 MIE Û B. 13, C and hereby (irreveably) adthorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and horeby 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 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 and is hereby authorized to rely thereon. * Monna W. ma Donald W McDo Orsemicles.

Subscribed and sworn to before me

this? day of April 1900

Notary Public, State of South Carolina
Ny Commission expires at the util of the dozennor

sc-75

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

Montal W. Me Connald & Male W. Me Connal to The Citizens and
Southern National Bank of South Carolina, as 2000 dayed 1970, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on

1970, Bocket Male 473, was been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

By M. J. Caustin J. J. O.

Witness

SATISTIED AND CANCELLED OF PECORD

who, after being duly sworn, says that he saw

Glenn.

sign, seal, and as their

County of Britishille

witnesses the execution thereof.

Personally appeared before me _______

the within named manal w- "moul (witness) me Donald

act and deed deliver the within written instrument of writing, and that deponent with