REAL PROPERTY AGREEMENT HAR 2 6 1963

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 certain piece, parcel or lot of land lying and being in Austin Township, Greenville County, State of South Carolina, located at the intersection of the Log Shoals Road and Fairlane Drive, being shown and designated as Lot No. 113 on the plat of property of William J. Greer, and being more fully described according to a plat made by C. F. Webb in February, 1960 as follows:

For furthur information refer to Book 653 of Deeds, page 215, R. M. C. Office For Greenville County, South Carolina

MAR 26 1963

Mrs. Ollin Farnsworth

R. M. C.

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 | x anu W. millir . |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Dated at: Greenville | 3-25-63 Date |
| State of South Carolina County of Greenville | |
| Personally appeared before me W. F. Brockman the within named Lottie b. Miller (Borrowers act and deed deliver the within written instrument of writing, and | who, after being duly sworn, says that he saw sign, seal, and as their that deponent with Bernadine *. Carev |
| witnesses the execution thereof. | (Witness) |
| Subscribed and sworn to before me this 21 day of MACW, 1963; W.7-1 Amend Till Votary Public, State of South Carolina My Commission expires at the will of the Governor | Siecheuar (Withess sign here) |
| sc-75-R Recorded March 26th, 1963 at 9 | :30 A. M. No.24171 |

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

23 of an. 1968

The Citizens & South transland

By: W. L. Phings Installment Loan Officer

Witness: Frances Lawson

Witness: E-Parker Sutler

SATISFIED AND CANCELLED OF RECORD

24 DAY OF Jan. 1968

Collin Falmourth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A M. NO. 19762

Q