R.M.C. FOR GREENVILLE COUNTY, 8 AT 9180 O' OLOCK O is red Bo

MAY 13 1965 31667 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 CAROLIN. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and reduces have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever 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 the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the County becoming due to , State of South Carolina, described as follows:

All that piece parcel or lot of land in Oaklawn Township, Greenville County, State of South Carolina containing 14.92 acres as shown by plat of same made by Pickell & Pickell Engineers February, 1948 recorded in R.M.C. Office for Greenville County in plat Book "N" at page 5 and according to said plat more particularly described as

Beginning at an iron pin at joint corner of lots number 1 and 2 in center of county road thence along line of lot number 1, south 45-56 east 453.8 feet to an iron pin; thence N 59-41 E 1127 feet to an iron pin on the line of the Luther Ross property; thence N 15-42 W 585.8 Feet to an iron pin; thence N 89-15 W 64 Feet to an iron pin in the center of said county road; thence with center of county road S 41-00 W 180 feet to a point; thence S 41-26 W 602.6 feet to a point; thence S 38-41 W 300 Feet to a point; thence S 36-26 W 300 feet to an iron pin in the center of said road the point of beginning. And being the same property conveyed to me by J.M. Wood by deed dated April 26, 1948 and being recorded in the R.M.C. Office for Greenville County in Deed Rock 344 at 1969 200

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, own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to form or discharge any ooligation, 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 Tues Comment	, a g smoot
Dated at: _ Greenville, S. C X_	5-11-65 met (91710)
State of South Carolina County of * Greenville	Date MAY TED
Perantially Makerico, before me Dewey Webb	MAY 13 1965
the archim named Smith and Hazel Smith	bring duly sworn, says that be say
act and deed delived her within written instrument of writing, and the withing the execution thereof.	nat deponent with Virgil C. Jones (Witness)
Salescibed and supra to before me	
Martin Cheve	(Witness sign here)
My Commission expires at the will of the Governor sc-75-R Recorded May 13th., 1965 At 9:30 A	•.M. # 31667