## REAL PROPERTY AGREEMENT

BOOK 793 PAGE 572

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 lot of land with buildings and improvements thereon situate on the Northeast side of Pinehurst Drive, near the city of Greenville, County of Greenville, State of South Carolina, being shown as Lts Nos. 5 & 6 of Block C on plat of Pinehurst Subdivision made by W. M. Willis, Surveyor, on October 28, 1948, and recorded in the RMC Office for Greenville County in Plat Book S at page 77.

BEGINNING at an iron pin on the Northeast side of Pinehurst Drive at the joint corner of Lots 4 and 5 and running thence along line of Lot No. 4, North 62 - 23 East 144.2 feet to an iron pin; thence South 25 - 58 East 120 feet to an iron pin; thence along line of Lot No. 7, South 62 - 23 West 142.5 feet to an iron pin on the Northeast side of Pinehurst Drive; running thence along Pinehurst Drive, North 26 - 48 West 120 feet to the beginning corner.

and hereby irrevocably authorize and direct all lesses, 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 conciliaive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to tally thereon.

Witness dan De Basis X Balling C. Surchure

Dated st: State of South Carolina

Country of Personally appeared before me Country of Sign, seal, and as their act and decided of the within written instrument of writing, and that deponent with Country files of Coun

The Citizens and Southern National Bank of South Carolina national banking association, hereby certifies that that extain agreement entitled "Real Property Agreement" made by Itarry a and Bobbie M. Leathers to The Citizens and Southern National Bank of South Carolina, as Bank, dated 3-7-66, and recorded in the office of the Recorder in the Country of Greenirle, State of South Carolina, on 3-11-66 Docket 793, at page 572, has been terminated and the undertakings therein described discharged The Citizens and Southern National Bank of South Carolina Charles D. Stilwell Installment Loan Officer

Witness Frances Lawson Waird Sloan

SATISFIED AND CANCELLED OF RECORD

6 DAY OF Nov. 1967

Ollie Farmsworth

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