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 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 thtat of, All that of, arcel or lot of 1 nd in Clear Township, Freenvile County, State of Couth arclina, located three miles north from Green, 3. C., the same being shown and designated as lot 1-B on a lat of the property of E. R. Minue, Jr. rlat made by H. 3. Brockarn, surveyor, and dated July 28, 1951, and having ac ording to said plat:

Mecorded on August 7, 1951 in wook () of Deeds, page 59°



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, legatess, 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 Q Ykina Thider x Malagla & Houll
Witness Lely J. Lovenflo x Daris; C. Harris
Dated at: Street, South Constan July 2, 1966
State of South Carolina
Country of Julianille
Personally appeared before me T. HORHCE HUDSON who, after being duly sworn, says that he saw
the within named MARCOM B. X DORIG A HOWELL sign, seal and as their
act and deed deliver the within written instrument of writing, and that deponent with LILYE GORENFLO
witnesses the execution thereof. (Witness)
Subscribed and syorn to before me
this day of Jacobs (Mitness ster hera)
Notary Public, State of South Carolina (witness sign here)
My Commission expires at the will of the Governor
Recorded July 14th., 1966 At 9:30 A.M. # 1620

The Citizens and Southern national Bank of South barolina, a national banking association, hereby cutifies That that certain agreement entitled "Real Property agreement "made by malcolm 2. Howell & Dairo E. Howell to The Citizens and Southern national Bank of South to arolina, as Bank, dated July 2, 1966, and recorded in the office of the Recorder in the Country of Grunille, State of South Carolina, on July 14, 1966, Docket 802 at Page 132, of South Carolina, on July 14, 1966, Docket 802 at Page 132, has been terminated and the undertakings therein described discharged. a and Southern national Bank of South Carolin 110