AUG 10 1967

REAL PROPERTY AGREEMENT AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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

, State of South Carolina, described as follows:

Greenville

All that piece, parcel or lot of land in Gantt Township, Greenville Township, Greenville County, State of South Carolina, West of the road leading from the Durham Bridge Road, to the Anderson Road adjoining the Welcome School, and according to a plat and survey made by J. C. Hill, L. S. Sept. 2, 1952, having the following metes and bounds, to-wit:

BEGINNING at a point, iron pin, on the Southwestern drive, in line with Welcome School, property which point is 67 feet southwesterly from the said Country road, and running thence S. 2-50 E. 70 feet along southwesterly said of said road to a point to an iron pin.



- 11.

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 funtil 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 | 1 water the |
|--|---|
| Witness Ray C Bollow x | Mrs Marjarie G. Allen |
| () | 1007 |
| Dated at: Greenville | August 9, 1967/ |
| | Date |
| State of South Carolina | |
| County of Greenville | |
| County of | r |
| Personally appeared before me E. Zeno Jones | who, after being duly sworn, says that he saw |
| | Anniorie A Allen |
| the within named | atgn, seat, and as their |
| act and deed deliver the within written instrument of writing, and | that deponent with Ray C Rallew |
| | (Witness) |
| witnesses the execution thereof. | |
| Substribed and sworn to before me | |
| | <i>(</i> |
| this 9th day of Algust 7, 19 67 | Quel for |
| | (Witness sign here) |
| Malexae Alexan | |
| Notary Public, Stage of South Capolina | # · = 00 |
| My Commission amples at the wift of the Governor Recorded August 10th | , 1967 at 9:30 A.M. #4528 |
| sc-75-R |) |
| | |

9 DAY OF May 1967

Olley Farmsworth

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

AT 9:15 O'CLOCK A M. NO. 26771