REAL PROPERTY AGREEMENT

VOL 264 FAGE 533

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
- 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:

All that parcel or lot of land in Chicks Springs Township, Greenville county, State of South Carolina, located about one-half mile East from Chicks and on the South side of a new road that leads from the Old Chicks Springs Road to the Brushy Creek, bounded by lands of Southern Bleachery and Prints Works lands now or formerly owned by G. D. Collier and possibly others, and having the following courses and distances:

Beginning at an iron pin on the Southern edge of said road, and runs thence S. 22-50 W. 75 feet to an iron pin; corner with Southern Bleachery and Prints Works property; thence with line of that property N. 80-07 W. 100 feet to an iron pin on said new road (iron pin back on line at 3 feet; thence with the southern edge of said road, S. 59-48 E. 100 feet to the beginning corner containing one-fourth (.25) acres more or less.

Being the same premises conveyed to the Grantor by deed recorded in book of Deeds 505 ate page 343.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank; all rent and all rent and all rent and whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account had real payent 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 enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or form 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 indebted-ness 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 Luly & Lovens	<u>lox</u>	X James	JM. THE Coy
Witness Jung A Collection	x	Deferi	Jean M. Conf
Dated at: Greer South Carolina		March 21, 1	96
State of South Carolina			
County of <u>Greenville</u>			
Personally appeared before me Li	ly F. Gorer	nflo	who, after being duly sworn, says that he saw
the within namedJames M. McCoy and S			sign, seal, and as their
act and deed deliver the within written instrument			Henry A. Caldwell (Witness)
witnesses the execution thereof.			·
Subscribed and sworn to before me			Pely 2 How Mis
this 21st day of March , 19 69 Notary Public, State of South Carolina My C		3	Lely J. Horenflu Mitness sign here)
My Commission expires at the will of the Governor	leased b	famah 27 10	969 At 9:15 A.M. # 22918
SC-75-R	facotaga L	IBECIL CIP IT	707 NO /+±2 N+M+ # CC/±0

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFIED AND CANCELLED OF RECORD 7 DAY OF May 19.**73** Jankers Januer -R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:15 O'CLOCK P. M. NO. 31688