## 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 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

- 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

Beginning on a nail and stopper in the center of the said Lee Road, joint corner of the I.C. McCoy lot, and runs thence with the McCoy line N. 22-53 W. 482.5 feet to an Iron pin, McCoy corner on the line of Mrs. Claude Shockley; thence with the Mrs. Claude Shockley line N. 86-30 W. 48 feet to an iron pin in Spanish Oak stump, joint corner of Mrs. Claude Shockley and Boyce Shockley; thence with the dividing line of lots 2 and 6 S. 1-22 W. 310 feet to an iron pin; thence continueing with the dividing line of lots 2 and 6 S. 3-45 E. 232 feet to a nail and stopper in the center of the said Lee Road; thence with the center of the said road N. 67-03 E. 247.7 feet to the beginning corner, and containing One and Seventy Three Onehundredths (1.73) Acres, more or less.

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, 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 (Allea x Joseph C wood Su.
Witnesd (1) Descript ( x Susan & Woods 11.
Dated at: <u>Greatantle</u>
3 16 6 2 MAR 17 1962 S
State of South Carolina  R. M. C.
Personally appeared before me G. 7 Calhay who, after being duly sworn, advis that he saw
the within named Joseph ( ) (Borrovers)
act and deed deliver the within written instrument of writing, and that deponent with
Subscribed and sworn to before me
this 16; day of Witness sign here)
Notary Funcion State of South Carolina  My Commission expires at the will of the Governor Recorded March 17th, 1962 at 9:30 A.M. #22977
sc-75-R

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

25 of March 1966

The Gitzens and Southern national Bank of South Garolina

By: Ralph m. Kesler fr.

Witness: Janet Ougls

Witness: Flournee Renfree

SATISFIED AND CANCELLED OF RECORT

3/ DAY OF March 1966

Ollie Farnsworth

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

AT 9:30 O'CLOCK A M. NO. 282/2