

MAR 28 1963 24457

REAL PROPERTY AGREEMENT  
Index on R.L.M.

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
- 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
- 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 parcel or lot of land in Chick Springs Township, Greenville County, South Carolina, lying on the west side of the Greer-Pelham Road, bounded by lands formerly owned by J. C. James, L. N. James; W. P. Mayfield and Herbert Dillard, containing forty (40) acres, more or less, and having the following courses and distances according to a plat thereof by W. A. Christopher, Surveyor, dated February 25, 1925, to-wit: BEGINNING at a large poplar on west side of creek, corner with lands formerly owned by J. C. James, and runs thence N 83 - 15 E 26.23 chains to a stone; thence N 59 - 30 E 3.82 chains to a maple, O.M.; thence S 51 - 45 E 2.50 chains to an iron pin in the Greer-Pelham Road; thence with said road, S 72 - 15 E 2.70 chains to an iron pin in said road; thence S 35 - 20 E 215 chains to the center of branch; thence S 15 - 00 W .22 links to the center of a spring; thence S 69-45 E 1.62 chains to an iron pin at bridge on south side of branch; thence S 10-30 E 9.60 chains to an iron pin on west bank of Greer-Pelham Road; thence N 89-30.W 36.50 chains to a stone, O.M.; thence N 10-30 W 9.13 chains to the beginning.

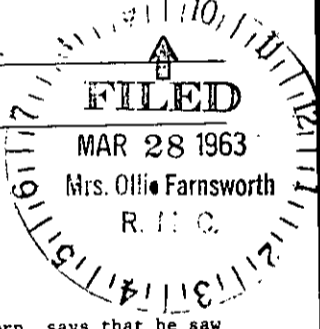
This is the same property conveyed by W. P. Mayfield in deed dated March 11, 1925, and recorded in deed book 97 at page 79, R.M.C. office for Greenville County.

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.

- 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.
- 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.
- 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 George O'Shields x James Knight  
Witness Conway Corbin x Argle Knight

Dated at: Greenville, S. C. March 26, 1963  
Date



State of South Carolina  
County of Greenville

Personally appeared before me George O'Shields who, after being duly sworn, says that he saw the within named James and Argle Knight sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Conway Corbin witnesses the execution thereof.

Subscribed and sworn to before me this 26th day of March, 1963  
George O'Shields (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Recorded March 28th, 1963 at 9:30 A.M. No. 24457

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 15 of May 1967  
The Citizens and Southern National Bank of South Carolina  
By: W. L. Pherigo  
Witness: Frances Lawson  
Witness: Kay C. Hill

SAISFIED AND CANCELLED OF RECORD  
16 DAY OF May 1967  
Ollie Farnsworth  
E. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:15 O'CLOCK A M. NO. 27734