APR 1 8 1968 + 25138' 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

- 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 All that certain piece, or State of South Carolina, described as follows: parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the Mortheast side of East Welborn Street, near the City of Greenille, in the County of Greenville, State of South Carolina, being shown as Lot 62 on Plat of Anderson Street "ig lands, made by Dalton " Neves, Engineers, 1939, reorded in the R.M.C. Office for Greenville County, and a recent survey made by R.T. Dalton, September 23, 1946, the 1 lowing metes and bounds, to-wit: PACIENTING at an iron pin on the Mortheast side of East Welborn Street at joint front corner of lots 62 and 63, said pin also being 212.5 fect in a Southeasterly direction from the point where the Northeast side of East Welborn Street intersects with the Southeast side of Anderson Road (also known as S.C. state highway # 81) and running thence with the line of Lot 63, N. 42-40 Z. 150 feet to an iron pin; theace with the rear line of Lot 65,S. 47-20 E. 50 feet to an iron pin; thence with the line of Lot 61, S. 42-40 W. 150 Feet to an iron pin on the NE side of E-Welborn street, N. 47-20 7, 50 feet to the beginning corner.

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, legates, devises, 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 W. Corbus x Wayne R. C	oope
Witness W. Freeman x Winified C.	Cooper SITIO,
Dated at: Greenville, S.C.	0 1
4-16-63 Date	FILED
State of South Carolina	APR 18 1963 First, Ollie Farnsworth
County of Greenville	R. M. C.
Personally appeared before me C Combin who, after bein	ng duly sworn, says Ablay he sew
the within named Wayne R. Cooper and Winifed C. Cooper	sign, seal, and as their
act and dadd dall that the within whiteen inches of which is a contract of the	Ingeman. (Witness)
Subscribed and sworn to before me the start day of A charles, 1963	
Notal Field, State of South Catolina	ess sign here)
My commit Aron expired at the will of the Governor	
Sc-75-R Recorded April 18th, 1963 at 9:30 A.M. #26638	
t. 11 h +/ Par line	

State of Suith Paralina County of Fruncille Bewed is pied in full and the lien The Albert hereby slewed is pied in full and the lien of this instrument is satisfied this 29th day of hanciary a. D. 1965.

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