

FEB 1 1964  
21723

REAL PROPERTY AGREEMENT

BOOK 741 PAGE 288

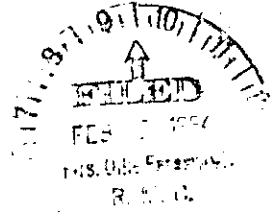
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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such 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.

Recorded in Bk 709 Pg 95

all that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying & being near the City of Greenville, in the County of Greenville, state of South Carolina, being known & designated as Lot#39, Plat of Leawood, recorded in the RMC Office for Greenville County, South Carolina, in Plat Book J, pages 18 \* 19, & having according to said plat, the following metes & bounds, to wit: BEGINNING at an iron pin in the NW corner of Edgewood Ave and Forest Lane, & running thence along said Ave N 55-18 75 feet to the corner of Lots 40; thence with the line of said lot N 33-34 E 165.1 feet to an iron pin, corner of Lot 47; thence with the line of said lot S 55-41 E 75 feet to the Westerly side of Forest Lane; thence q with the said lane S. 33-54 W. 166.57 feet to the point of beginning. Said mortgage being recorded in Mortgages Volume 700, page 93..



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 Barbara McPherson William E. Loftis, Jr.

Witness Billy J. Silver Janice Kay Loftis

Dated at: Greenville, S.C. 1-31-64

State of South Carolina  
County of Greenville

Personally appeared before me Barbara McPherson who, after being duly sworn, says that he saw the within named William E. Loftis, Jr. & Mrs. Janice Kay Loftis sign, seal, and as their witnesses the execution thereof. Billy J. Silver

Subscribed and sworn to before me this 30 day of January, 1964 Barbara McPherson

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

Recorded February 1, 1964 At 9:30 A.M. # 21723

*Handwritten note:* The County of Greenville... the lien of this instrument is satisfied this 29th day of April 1965... The Citizens & Southern National Bank of South Carolina  
By: Billy J. Silver Mgr.  
Witness: Betty Higgins  
Witness: Susan Barras

INDEXED AND CANCELLED OF RECORD  
30 DAY OF April 1965  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A.M. NO. 30392