

FEB 15 1964
23169

REAL PROPERTY AGREEMENT

BOOK 742 PAGE 293

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, State of South Carolina, described as follows:

All that certain piece, parcel, lot of land, with the improvements thereon, lying, being and situate on the southern side of Mauldin Circle in the Town of Mauldin, known and designated as Lot #15 on plat made for H. C. Taylor, dated December, 1956, and recorded in the R. M. C. Office for Greenville County, and being more fully described in accordance with said plat, to-wit:

Beginning at an iron pin on the southern side of Mauldin Circle 150 feet from the intersection of Mauldin Circle with Hyde Circle, and running thence along lot #16 S 29-25 E, 160.7 feet to iron pin, thence S 45-22 W, 103.6 feet to iron pin, thence N 29-25 W, 191.3 feet to iron pin on Mauldin Circle, thence N 62-32 E, 100 feet to iron pin, being point of beginning.

This being a portion of the property as conveyed to grantor by the deed of H. C. Taylor, recorded in Deed book 591 at page 149.

Recorded in Book 592, Page 83 R. M. C. Office for Greenville County, S. C.

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 James W. Wood x Milton E. McLendon
Witness Nina L. Moore x Ruth T. McLendon

Dated at: Greenville, S. C. February 11, 1964
Date

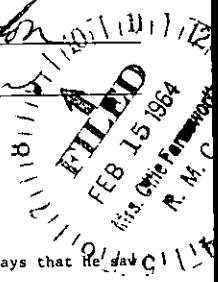
State of South Carolina
County of Greenville

Personally appeared before me James W. Wood who, after being duly sworn, says that he saw
the within named Milton E. and Ruth T. McLendon sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof. Nina L. Moore (Witness)

Subscribed and sworn to before me
this 11th day of February, 1964
James W. Wood (Witness sign here)

John G. McCony
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SC-75-R Recorded February 15, 1964 At 9:15 A.M. # 23169



State of South Carolina
County of Greenville

SATISFIED AND CANCELLED OF RECORD

27 DAY OF August 1965
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A.M. NO. 6653

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

23rd of August 1965

The Citizens & Southern National Bank of South Carolina

By: R. M. Kisher, Jr.

Witness: Betty Higgins

Witness: Florence Kenyon