

1.25

APR 30 1964

REAL PROPERTY AGREEMENT

BOOK 747 PAGE 499

30759

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 the full amount 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 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

Pickens, State of South Carolina, described as follows: All that certain piece parcel lot ~~52~~ or tract of land lying & situate in the State and county above mentioned, containing twelve & 15/100 acres, more or less; and comprising Lots one, two & three of the S.C. Moon plat of the James H. Ramseur lands, said plat having been made in Sept. 1941, which Plat is recorded in Plat Book 4, page 76 in the office of the Clerk of Pickens County, Pickens, S.C. and thereon more fully described as follows: BEGINNING at a point on the road at T.M. Shirley's line, running thence North 8 W 825 feet along the road; thence South 46 W 1035 feet along the J.E. Pressley line; thence S 15 W 250 feet to the T.M. Shirley line, thence S 83 E 1003 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, 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 Paul G. Stittgen x Edna Julian
 Witness San L. Moyd x Edna Julian
 Dated at: Greenville 4-29-64
Date

State of South Carolina
 County of Greenville
 Personally appeared before me Paul G. Stittgen who, after being duly sworn, says that he saw
 the within named Edna Julian (Borrowers) sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with San L. Moyd
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me
 this 29 day of April, 1964
Paul G. Stittgen
 (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 Recorded April 30, 1964 At 9:30 A.M. # 30759
 SC-75-P

State of South Carolina
 County of Greenville
 The debt hereby secured is paid in full and the
 lien of this instrument is satisfied this 14th day
 of December A.D., 1964.
 The Citizens & Southern National Bank of South Carolina
 By: Ralph M. Kestep
 Installment Loan Officer

In the presence of:
Betty Higgins
4-14-64

SATISFIED AND CANCELLED OF RECORD
22 DAY OF Dec. 1964