| the Lien of this instrument is satisfied this | Othe Farnsworth                       |
|---|---------------------------------------|
| 20 of October 1967                            | R. M. C. FOR OREENVILLE COUNTY, S. C. |
| The Citizens & Southeans                      | AT 9:30  GCLOCK  A  M. NO. 1/853      |
| a + OBB 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1   | 000                                   |
| By: W. L. Pherigo, Installment dans           | Signer                                |
| Witness: trances Lawson                       |                                       |
| Witness: Paul D. Sloam IV                     |                                       |
|   |                                       |
| ème   |                                       |
|   |                                       |

5459 ang 715 1 8 1964 REAL PROPERTY AGREEMENT

BOOK 755 PAGE 484

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
- 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

All that piece parcel or lot or land, with the improvements, thereon, situate, lying and being in or near Greenville in the County of Greenville, South Carolina and being more particularly described as lot number 400 -Section 2 - as shown on plate entitled subdivision for "Abney Mills, Brandon Plant, Greenville, South Carolina", made by Dalton and Neves Engineers - Greenville, South Carolina - February, 1959, and recorded in the office of the R. M. C. for Greenville County in Plate Book QQ at pages 56 to 59. According to said plate the within described lot is also know as number 6 Wilson Street and fronts thereon 68 feet.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenscever 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.
- 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. a Str. 21/11:

| Witness   | × Matthew Wi<br>× Myttle Will<br>Myttle Will<br>Myttle Will<br>Myttle Will<br>Myttle Will<br>Myttle Will | Williams<br>Williams<br>Williams                                  |
|---|--|---|
| State of South Carolina  GREENVILLE   | Date   |   |
| Personally appeared before me XBXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX   | liams  | after being duly sworn, says that he saw sign, seal, and as their |
| Subscribed and sworn to before me  this 14th of August, 164   | Fr C Liferen   | (Witness)   |
| Notary Public, State of South Carolina My Commission expires at the will of the Governor sc-75-R Recorded August 18th., 1964 At 9 | ):30 A.M. # 5459   | (Witness sign here)   |