1.25 SEP 15 1964 8138 REAL PROPERTY AGREEMENT

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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 County of State of South Carolina, described as follows:

All that piece, parcel or lot of land, beginning at an iron pin on the North side of Old National Huy. at joint front corner Lot 41 & 42 and running thence lines with lot 41,N 12-00 ξ , 175 feet to an iron pin: Thence N 78-00 $\mathbb N$, 130 feet to an iron pin: Thence with line of lot 44, S 12-00 $\mathbb N$, 175 feet to an iron pin on $\mathbb N$ side of Old National Huy: Thence with $\mathbb N$ side of said Huy. $\mathbb R^{n-n}$ $\mathbb N$ \mathbb

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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 endurse 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 affidivit of say 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 x Ofasold J	4. Coff
Witness Florence Adaptue x Thro. Bold	ie C. Coff
Dated at: Greenville, South Carolina 9/10/64	
State of South Carolina	
County of Greenville	
Personally appeared before me Pat C. Loveliness)	, after being duly sworn, says that he saw
the within named narold n. Cobb	sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with	Florence Renfroe
witnesses the execution thereof.	(Witness)
Subscribed and sworn to before me	
the lot of of Sectional	Core
Monthal Anin Churco	(Witness-sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor	
Recorded September 15th. 1964 At 9\$30	A.M. # 8138

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

24 of February 1966

The Citizens' and Southern

national Sank of South Carolina

By: W. L. Pherrigo

Witness: Bobbie 1. nelson

Witness: Floren

SATISFIED AND CANCELLED OF RECORD

3 DAY OF March 1966

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A M. NO. 25410