## REAL PROPERTY AGREEMENT

BOOK 771 PAGE 82

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
- 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: Beginning at a point on Jordan rd. on the W. Tate line at an iron pin 24' on the South bank, running thence with Tate line S 18-30 W 1420.5 ft. to an iron pin on the branch fork of WILD CAT creek, thence down branch as follows: S65-58W 70', N88-07W 130', S69-41W 300', S76-07W 100', S53-21W 100', and S41-51W 200' to intersection of branch with Wild Cat creek, thence up Wild Cat creek N3-0W 110', N16-03W 300', N11-40W 250', N72-34W 95', and N26-21W 172'to intersection with Spring branch; Thence up Spring branch N33-43E 330', N25E 270', N21E 200', and N15-30E 200' to an iron pin, thence 23-11E 228' to a point in center of Jordan road, thence with the center of Jordan road S60-56E 351' to the beginning corner. Containing thirty-one acres(31) more or less. And being all the tract of land conveyed to the granco herein by W.K.Golightly by deed dated Nov. 26,1935 and recorded in B.M.C. Office for Greenville County in deed book 320 at page 9.

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 Til	mary x 1 1	July Draw	lly
Witness Not I	why x		
Dated at: Greenville, S. C.		pril 8, 1965	-
State of South Carolina  County of Greenville	•	•	
Personally appeared before me	Don Litman (Witness)	who, after being duly sworn,	says that he saw
the within named Mrs. Ruby S	B. Davis	sign, se	al, and as their
action lives the within written ins	trument of writing, and that dep	onent with Albert Finley	11 11 11
visuesses the execution thereof.		(Witness)	(4)
Subscribed and subject to before me		0	TO COM
TO A TO A SELLIN	· - ///-		APR PHILE SANGERET
3 19	61_Xon	(Witness sign here)	J. St. Catusta
Morary Parties Base of South Carolina		,	APR CHIEFAM.C.
W 24 CAD 2	vernor		I like to the
sc-75-R	9th., 1965 At 9:30	) A.M. # 28236	9///

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

9 of Sept. 1966

bitizens & Southern national

Bank of South Carolina

By: Ralph M. Kesler

Witness: Janet Cuzza

Witness: Frances Lawson

SATISFIED AND CANCELLED OF RECORD

12 DAY OF Sept. 1966

Ollie Farnsworth

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

AT 9:30 O'CLOCK A. M. NO. 6985