MAY 6 1965

REAL PROPERTY AGREEMENT X BOOK 772 PAGE 546

30889 In consideration of such loans and indebtedness as shall be made by or bacome 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
- 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

, State of South Carolina, described as follows: All that certain piece, parcel or Greenville tract of land, lying in the State of South Carolina, County of Greenville, Highland Township, lying on the Southern side if the Wingo Road, sometimes known as the road from greer to Campobello, known and designated as tract No. 2 on a plat of property of John O. Wingo, deceased, pax prepared by J.H. Atkins, Surveyor, dated August 7, 1922, containing 20.75 acres and being futher described as follows: BEGINNING at a stone, common corner of A.G. Fisher and lands belonging to the Estateof J.O. Wingo, on the public road leading from Greer to Campabello, which point is about one hundred (100) yards in a westerly direction from the boundry line between Spartanburg and Greenville countries, and running thence S. 3-33 W. 22.05 chains to a pine S X down; thence road leading from Greer to Campabello thence with said road N 00-20 W 8.44 chains to an iron pin, in or near the point where the road forks, one going at to Gowansville and the other to Campobello; thence with the Campobello road N 31-45 E 7.24 KK% Chains to a stake; thence still with said road N 61-02 E. 9.72 chains to the BEGINNING.

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 indebted-ness 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.
- 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

Witness Xean J. Buland	* Evelys C Thighes
Dated at: Greenville	April 30, 1965
State of South Carolina	
County of Greenville	
Personally appeared before me Dan L. Moyd	who, after being duly sworn, says that he saw
the within named	sign, seal, and as their
act and deed deliver the within written instrument of writing, an	s) Indicated that deponent with Jean F. Boland
witnesses the execution thereof.	(Witness)
Subscribed and sworn to before me.	1 0 m
this 30 dey of April 55, 19	and Milled
Pille Silver	(Hythess sign here)
Notary Public tate of South Carolina My Commission expires at the will of the Governor	
sc-75-R Recorded May 6th, 1	1965 at 9:30 A.M. #30889

The Citizens and Southern National Bank of South Carolina, a national banking association,
hereby certifies that that certain agreement entitled "Real Property Agreement" made by
ames M. Hughes & Evelyn C. Hughes to The Citizens and
Southern National Bank of South Carolina, as Bank, deled 4-30 1965, and re-
corded in the office of the Recorder in the County of Greenville, State of South Carolina, on
may 6 19.65, Docket 772 at Page 546, has been terminated and the undertak-
ings therein described discharged.
The Citizens and Southern National Bank of South Carolina
The Citizens and Southern National Bank of South Carolina Witness Frances Lawren By G. Parker Settler Unst. Loan George W. Lewis CANCELLED OF RECORD
George M: Leans
SATISMIND AND CRITICAL OF MINOS
Ollie Farneworth
Ollie + arnoworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:300'CLOCK # M. NO. 28738