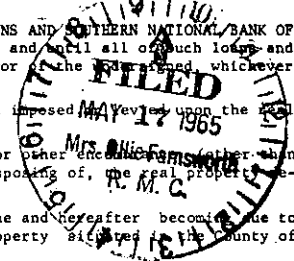


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REAL PROPERTY AGREEMENT

BOOK 773 PAGE 373



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 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 incumbrance (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. Herby 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:

ALL that piece, parcel, or lot of land, with the buildings and improvements thereon, in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 5 of the Property of C. C. Hindman, Jr. et al., a plat of which is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book DD, Page 77, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Hindman Drive (formerly Townes Street Extension) at the joint front corner of Lots Nos. 4 and 5; thence along the joint line of said lots, S. 18-48 W. 185 feet to an iron pin on the northern side of a 15-foot alley at the joint rear corner of said lots; thence along the northern side of said 15-foot alley, N. 71-37 W. 20.8 feet to an iron pin; thence continuing along the northern side of said 15-foot alley, N. 76-37 W. 79.4 feet to an iron pin at the joint rear corner of Lots Nos. 5 and 6; thence along the joint line of said lots, N. 18-48 E. 193.2 feet to an iron pin at the joint front corner of said lots on the southern side of Hindman Drive; thence along the southern side of Hindman Drive, S. 71-10 E. 100 feet to the point of beginning.

(Over)

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 William D. Deil Carpenter x Daniel Marks  
 W. McNeill Carpenter DANIEL MARKS  
 Witness Florence H. Renfro x Sara C. Marks  
 Florence H. Renfro SARA C. MARKS  
 Dated at: Greenville, South Carolina May 13, 1965  
 Date

State of South Carolina  
County of GREENVILLE

Personally appeared before me W. McNeill Carpenter who, after being duly sworn, says that he saw the within named DANIEL MARKS and SARA C. MARKS sign, seal, and as their act and deed delivered to him written instrument of writing, and that deponent with Florence H. Renfro witnesses the execution thereof.  
Subscribed and sworn to before me

this 13th day of May, 19 65  
Martha Ann Chew W. McNeill Carpenter  
 Notary Public, State of South Carolina (Witness sign here)  
 My Commission expires at the will of the Governor

Recorded May 17th., 1965 At 9:30 A.M. # 32035

SEARCHED AND CANCELLED OF RECORD  
10 DAY OF Sept 1965  
Opie Samsworth  
 R.M.C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK a.m. NO. 8051

For Termination of Real Property Agreement see Deed Book 782