R. M. C. FOR GREENVILLE COUNTY AT 9:30 O'CLOCK A M. NO. 3748

JUN 14 1965 35003 REAL PROPERTY AGREEMENT

X 800K 775 PAGE 450

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
- 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 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 lot of land in Greenville County, State of South Carolina, on the Eastern side of Avondale Drive (formerly called Maple Street) and being known and designated as Lot 13, Block F, and a 5 foot strip on the Northern side of Lot 14, Block F, and being more particularly described according to a plat of Northgate property of J. A. and P. F. Cureton, recorded in Plat Book I at Page 103, as follows:

BEGINNING at an iron pin in the East side of Avondale Drive, at the joint front corner of Lots 12 and 13, of Block F, and running thence with joint line of said lots, S. 86-33 E. 108.2 feet to an iron pin; thence S. 2-20 E. 80 feet to an iron pin 5 feet South of the joint rear corner of lots 13 and 14 of Block F, and thence through Lot 14, N. 86-35 W. 107.6 feet more or less to an iron pin in east side of Avondale Drive; thence with said Drive, N. 2-29 E. 80 feet to the point of beginning.

- Lot 13, Block F, having been conveyed to L. N. Foster by deed recorded in Volume 234 at Page 176 and Lot 14 Block F having been conveyed to L. Norris and hereby firevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monity over 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 W. M. Auch Caupenta x

W. McNeill Carpenter Kermit M. Watson
Marion F. Austin Dated at: Greenville, South Carolina
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 Kermit M. Watson and Evangeline H. Watson sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin (Witness) witnesses the execution thereof.
Subscribed and sworn-to-before me

Public Stars of South Carolina mission expires at the will of the Governor

W. M= heill (desports)

Maneill Carpenter

Foster and Agnes Foster by deed recorded in Volume 260 at Page 403.

TERMINATION OF REAL PROPERTY AGREEMENT

Recorded June 14th, 1965 at 9:30 A.M. #35003

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 Kermet M. Watson & Grangeline Watson to The Citizens and Southern National Bank of South Carolina, as Bank, dated 6/8 1965, and recoorder in the office of the Recorder in the County of Greenville, State of South Carolina, on G/14 1965, Docket 775 at Page 440, has been terminated and the undertakings therein described discharged. ings therein described discharged.

The Citizens and Southern National Bank of South Carolina

By William Hughes

William Hughes