

1.25

MAR 3 1966 REAL PROPERTY AGREEMENT

BOOK 793 PAGE 195

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 Greenville, State of South Carolina, described as follows:

All that piece parcel or lot of land in Highland Township, Greenville County, State of South Carolina.

Having the following metes and bounds and distances beginning in the road leading to Ebenezer Welcome Church thence, with said road, south 3 east 127 ft. to a point in said road, thence south 85-15 west 240 feet to a stake, thence north 3 west 240 feet to a stake on the Crain line. Thence with said line south 68.15 east 262 feet to the beginning corner.

Recorded book 402, page 281.

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 Patsy Hunt x Robert E. Oliver
 Witness Lily F. Gorenflo x Cora Lee Oliver
 Dated at: Greer, South Carolina March 1, 1966
Date

State of South Carolina
County of Greenville

Personally appeared before me Patsy Hunt who, after being duly sworn, says that he saw
 the within named Robert E. Oliver and Cora Lee Oliver sign, seal, and as their
 act and deed delivered the within written instrument of writing, and that deponent with Lily F. Gorenflo
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me
 this 1st day of March, 1966
Patsy Hunt (Witness sign here)

Robert E. Oliver
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

sc-75-R Recorded March 3rd, 1966 at 9:30 A.M. #25406

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 Robert E. & Cora Lee Oliver to The Citizens and Southern National Bank of South Carolina, as Bank, dated March 1, 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on March 3, 1966, Docket 793 at Page 195, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
 Witness Frances Lawson By J. William Hughes (J & L)
Charles H. Welch

SATISFIED AND CANCELLED OF RECORD
31 DAY OF Mar 1970
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 3:30 O'CLOCK P M. NO. 21321