JUL 27 1966 2753 REAL PROPERTY AGREEMEN

BOOK 802 PAGE 614

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. (hereins from the control of such loans and indebted has 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:

All That lot of land in Greenville County, State of South Carolina, at the end of Penn Street in the City of Greenville and according to survey made by J. C. Hill on September 30, 1958 is described as follows:

BEGINNING at a nail and cap in the center of the end of Penn Street and running thence N. 25-51 W. 125.7 feet to an iron pin in line of property now or formerly owned by D. W. Cochran and E. C. Cass; thence S. 58-40 W. 473.3 feet to an iron pin; thence S/ 31-20 E. 126.1 feet to an iron pin; thence N. 58-36 E. 461.2 feet to the beginning corner.

Being a portion of the property conveyed to grantors by deed recorded in Deed Book 528 at 214.

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, deviseas, 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 Bullail From x Still Aleman
WILLIESS ROSA D. POXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Dated at: Successful . 7-26-66 Date
State of South Carolina
County of Jeeneralle
Personally appeared before me Wildled King who, after being duly sworn, says that he saw
the within named Och of Doro (Witness) algn, seed, and as their
act and deed deliver the within written instrument of writing, and that deponent with Asia V Hallathad (Witness)
witnesses the execution thereos
Subscribed and swornsto before me
this 26 day of John 1966 Toward Town
Notary Public. State of South Carolina
My Commission expires at the will of the Governor
sc-25-R Recorded July 27th., 1966 At 9:30 A.M. # 2753

The Citizens and Southern National Bank of South Carolina, a national banking association hereby certifies that that certain agreement entitled "Coal Property Agreement" made fahre C. Neutron & Sana C. Neutron to The Citizens Southern National Bills of South Cardina, as Dank, do of 7-26 1966, and corded in the office of the Recorder in the Cardy of Orden Tie, State of South Cardinated and the ondurations therein described discharged.

The Citizens and Southern National Bank of Cardinated and the ondurations of the Citizens and Southern National Bank of Cardinated and the order of Cardinated and Cardi The Citizens and Southern National Bank of South Carolina
Witness Elizabeth G. Jones By W. Wean Hudson allecturion aset. cashier

> SATISFIED AND CANCELLED OF RECORD
>
> 19.70
>
> Ollie + armswerth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:090'CLOCK A.M. NO. _