6051 XXXX REAL PROPERTY AGREEMENT BOOK 805 PAGE 181 AUG 31 1966 In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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 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 e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property debelow, 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 certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the southwesterly side of Pine Knoll Drive (formerly known as McCarter Shop Road), near the City of Greenville, S.C. and being known and designated as Lot No. 1 on plat of Property of Alice W. Gilstrap, as shown on plat thereof made by Piedmont Engineering Service, dated May, 1954, and recorded in the RMC Office for Greenville County, S.C. in Plat Book HH, page 63, and having according to said plat the following metes and bounds, to-wit: BEGINNING at an iron pin on the southwesterly side of Pine Knoll Drive (formerly McCarter Shop Road) at the joint front corner of Lots 1 and 2, and running thence along the common line of said lots S 48-30 W 180 feet to an iron pin, rear corner of Lots 1, 2 and 7; thence along the line of Lot 75 14-12 E 16.7 feet to an iron pin on the northerly side of Galphin Drive; thence with the northerly side of said Drive N 80-03 E 220.15 feet to an iron pin at the intersection of Galphin Drive and Pine Knoll Drive; thence with the south-westerly side of Pine Knoll Drive N 41-30 W 130 feet to an iron pin, the point of beginning. OI DEGINITING.

Form hereby irriving a printer and orrect affectsess, each of holders and orners 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 soligation, 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 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, legates, devises, 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 Dayley J. Delson Franklin J. Witness Maryone K. Williams Dated at: Drumielly State of South Carolina County of <u>Encountelle</u> Personally appeared before me D hiras and Borgont of san June the within named _ Franklii sign, seal, and as their act and deed deliver the within written instrument of writing and that deponent with witnesses the execution thereof.

Subscribed and sworn to before me

this 27 day of August 1946 Mayare & Wellean 29 day of Hugust, 19 ble Daply O. Delson (Witness sign here) Rotary Public, State of South Carolina sc-75-R Recorded August 31st., 1966 At 9:30 A.M. # 6051 The Citizens and Southern national Bank of South Carolina,

a national banking association, hereby certifies that That certain agreement entitled "Peal Property agreement" made by Franklin G. Twener & L. Jean Turner To The Citizens and Southern National Bank of South Carolina, as Bank, dated Southern National Bank of South Carolina, on 8/31, 1966, Country of Greenille, State of South Carolina, on 8/31, 1966, Whit 805, at page 181, has been terminated and the Dorket 805, at page 181, has been terminated and the sundertakings therein described discharged.