REAL PROPERTY AGREEMENT

BOCK 806 PAGE 171

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

- 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 certain piece, parcel, or lot of land in the County of Greenville, State of South Carolina, on the northwesterly side of U. S. Highway No. 29, being shown and designated on plat of Property of Dr. T. L. Martin and Grace M. Phillips, prepared by C. O. Riddle, RLS, May 27, 1966, and recorded in the RMC Office for Greenville County, S. C., in Plat Book "JJJ" at Page 91, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwesterly side of U. S. Highway No. 29, said pin being 288.3 feet southwest of the intersection of U. S. Highway No. 29 and Lee Road, and running thence with property of Irene D. Ducker N. 47-00 W. 89.2 feet to an iron pin; thence continuing with property of Ducker N. 16-33 W. 69 feet to an iron pin on the southerly side of West Lee Road; thence with the southerly side of West Lee Road, S. 73-04 W. 40.3 feet to an iron pin, thence with other property of the grantors S. 12-12 E. 68 feet to an iron pin; thence N. 54-27 E. 3.2 feet to an iron pin; thence S. 47-00 E. 112.5 feet to an iron pin on the northwesterly side of U. S. Highway No. 29; thence with the northwesterly side of the right-of-way of U. S. Highway No. 29 N. 43-00 E. 35.55 feet to the point of beginning.

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.
- as pank, 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 until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inner 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.

Dated at: Greer, South Carolina  September 12, 1966  State of South Carolina  County of Greenville  Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw the within named W. Elis Beddingfield and Frances J. Beddingfield sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patsy Hunt  witnesses the execution thereof.	Witness Texted The Beading Lived
State of South Carolina  County of Greenville  Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw the within named W. Elis Beddingfield and Frances J. Beddingfield sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patsy Hunt witnesses the execution thereof.	<del>7/=</del> 0/////
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County of Greenville  Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw the within named W. Elis Beddingfield and Frances J. Beddingfield sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Patsy Hunt witnesses the execution thereof.	Dated at:
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	act and deed deliver the within written instrument of writing, and that deponent with Patsy Hunt (Witness)
Subscribed and sworn to before me	witnesses the execution thereof.
	Subscribed and sworn to before me
this 12thuay of September , 1966 (Gitness sign here)	
OThem Tholor	Ol hem Tholor
Notary Public, State of South Carolina My Commission expires at the will of the Governor	My Commission expires at the will of the Governor
sc-73-R Recorded September 16th., 1966 At 9:30 A.M. # 7484	sc-73-R Recorded September 16th., 1966 At 9:30 A.M. # 7484

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 to The Citizens and Southern National Bank of South Carolina, as the State of South Carolina, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on the County of Greenville, State of South Carolina, on the State of South Carolina at Page 17, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina By M. J. Charles L. C.

Witness State of South Carolina By M. J. Charles L. C.

SATISFIED AND CANCELLED OF BECORD

9 DAY OF Oct 1970

Clic Farmeworth

R. M. C. FOR CREENVILLE COUNTY, S. C.

AT 3:300 CLOCK P.M. NO. 8651