2.50 MAY 31 1967 AL PROPERTY AGREEMENT

BOOK 820 PAGE 590

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
- 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
- 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 all improvements thereon, or hereafter constructed thereon, situate, lying and being in the state of South Carolina, County of Greenville, in Butler Township, near and East of the City of Greenville, and being known and designated as Lot or Tract Number 1 of a subdivision known as Boiling Springs Estates, as Lot or Tract Number 1 of a subdivision known as Boiling Springs Estates, a plat of which is of record in the RMC Office for Greenville County in Plat Book YY at pages 14-15 and having the following metes and bounds, to-wit: BEGINNING at a point on the Southern side of Phillips Road at the joint front corner of Lots 1 and 2 and running thence with the Southern side of Phillips Road S. 79-43 W. 410.6 feet to a point at the joint front corner of Lot 1 and the Alvin Hudson Property; thence S. 0-20 E. 735.8 feet to a point. point at the rear corner of Lot 1; thence N. 42-08 E. 223.3 feet to a point; thence N. 66-30 E. 322.6 feet to a point; thence N. 66-30 E. 98.2 feet to a point at the joint rear corner of Lots land 2; thence N. 15-47 W. 499.5 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 indebted-ness 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.
- 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 Darling : Telson x	Sheldon O. Cope III
Witness Ray A. Vatterson x	- Sgran B. Cope
Dated at:Greenville	
State of South Carolina	•
County of <u>Greenville</u>	
Personally appeared before me Bobby J. Nelson (Witness) the attring page Sheldon B. Cope, III and Sar. (Borrowers)	who, after being duly sworn, says that he saw
(Borrowers) and deed deliver the within written instrument of writing, and writings are writing thereof.	that deponent with Rosa N. Patterson (Witness)
Subscribed and swarn to before me	Bully Delson
Notary Public, State of South Carolina	Atness sign here)
My Commission expires at the will of the Governor sc-75-R Recorded May 31, 1967 At 9:3	IO A W # 20160
sc-75-R 110001404 May 31, 1707 Rt 913	O A.D. T 27107

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 Sheldon 1. I Sarah B. Cope III to The Citizens and Southern National Bank of South Carolina, as Trak, dided 5-26. 1967, and recorded in the office of the Recorder in the Country of Granvillo, State of South Carolina, command 3/ 1967, Do. 820 at rage 590, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness 3/ Chy Jynn By J. William Kings