

1-25
OCT 26 1967

REAL PROPERTY AGREEMENT

BOOK 829 PAGE 404

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 lot of land in Greenville County, State of South Carolina, on the western side of Bennett Street, in the City of Greenville, being the rear one-third of Lots Nos. 29 and 30 of Section H on plat of Stone Land Company, recorded in Plat Book A, Page 337, recopied in Plat Book K at Pages 277 and 278, and being more particularly described as follows: Beginning at an iron pin on the western side of Bennett Street, at the joint front corner of Lots Nos. 30 and 32, and running thence with line of Lot 32, N 71-50 W 125 feet to iron pin; thence N 20-19 E 581/3 feet to iron pin; thence S 71-50 E 125 feet to iron pin on Bennett Street; thence with the western side of Bennett Street, S 20-19 W 581/3 to the point of beginning.

Said premises are the same conveyed to the grantor herein by Shepsal Realty Corporation, deed dated August 31, 1953 and recorded in Book of Deeds 485 at Page 255, R.M.C. Office for Greenville County, S. C.

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 B. F. Hudson x Mary Fawcett
Frances Lawson x Helen Fawcett
 Dated at: Greenville 10-24-67
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Marion J. Austin who, after being duly sworn, says that he saw the within named Mary Fawcett Helen Fawcett sign, seal, and as their act and deed, and the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of October, 1967
Frances A. Griffin (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires: January 1, 1968

SC-75-R
January 1, 1967 Recorded October 26th, 1967 at 9:30 A.M. #12112

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 Mary Fawcett and Helen Fawcett to the Citizens and Southern National Bank of South Carolina, as Bank, dated 10-24-67 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 10-26-67, Docket 829 at Page 404, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
 Witness Frances Lawson By George N. Lewis
John W. Hughes