

10870  
OCT 13 1967

REAL PROPERTY AGREEMENT

BOOK 830 PAGE 560

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 certain piece, parcel or lot of land, lying, being and situate in the County and State aforesaid, Fairview Township, approximately 2 1/2 miles Northwest of Fountain Inn, with the following metes and bounds, according to a plat prepared by Lewis C. Godsey, Surveyor, April 5, 1954, to wit:

BEGINNING at a point in the center of a County Dirt Road, corner with Lot No 1; running thence with the joint line of Lot No. 1 N. 16-30 W. across an iron pin in edge of said road, said pin being a distance of 20 feet from center of said road, a total distance of 585.2 feet to an iron pin on line of Gault property; thence with line of Gault N. 64-34 W. 105 feet to an iron pin, joint back corner with Lot No. 2 A on said Gault line; thence with joint line of Lot No. 2 A s. 13-55 E. 478.7 Feet to an iron pin; thence continuing with joint line of said Lot No. 2 A S. 16-30 E. 210 feet crossing iron pin in edge of said road, to the center of said road thence N. 55-17 E. 105 feet to the point of beginning and containing 1.5 acres more or less. The within premises being designated as Lot No. 2 on said Plat.

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 M. E. Hutto x Clarence E. Chinterscales

Witness Frances Lawson x Louise Chinterscales

Dated at: Greenville Oct. 11, 1967

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 Clarence E. & Louise Chinterscales sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 11 day of October, 1967 M. E. Hutto (Witness sign here)

Marion J. Austin  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
My Commission Expires 1/1/1971  
Recorded October 13, 1967 At 9:30 A.M. # 10870

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that certain agreement entitled "Real Property Agreement" made by Clarence Chinterscales & Louise Chinterscales to The Citizens and Southern National Bank of South Carolina, as Bank dated 10-11-1967 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 10/13/1967 Book 830 at Page 560, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson  
Larry A. Wellinger

By J. William Hughes  
SATISFIED AND CANCELED OF RECORD  
5 DAY OF Nov. 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A M. NO. 10726