

1-25 NOV 7 1967 XXXX
13287

REAL PROPERTY AGREEMENT

BOOK 832 PAGE 276

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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, lying on the north side of the Brushy Creek Road, about midway between said Road and the right of way of the Southern Railway, near the City of Greer and Southwest therefrom, and being all of Lots 9 and 10 on plat of property made for Mrs. Grace W. Schilleter by H. L. Dunahoo, Surveyor, dated September 29, 1947, to be herewith recorded, and having the following courses and distances, to-wit:

BEGINNING at a stake at the intersection of two new streets, being the northeastern corner of Lot No. 10, and runs thence with the south side of new street S. 73.38 W. 288 feet to a stake, corner of Lot No. 31, thence S. 16 E. 120 feet to a stake, common corner of Lots 8 and 9; thence with the common line of these lots in an easterly direction 237 feet to a stake on the west side of new street; thence therewith N. 5.45 E. 131.5 feet to the beginning corner.

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 Ronald A. Shumaker x Jack N. Mathis
Witness Patsy P. Wood x Mary Ellen C. Mathis

Dated at: Greer, South Carolina November 2, 1967
Date

State of South Carolina
County of Greenville

Personally appeared before me Ronald A. Shumaker who, after being duly sworn, says that he saw the within named Jack N. and Mary Ellen C. Mathis sign, seal, and as their act and deed, the within written instrument of writing, and that deponent with Patsy P. Wood witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of November, 1967 Ronald A. Shumaker (Witness sign here)
W. H. Penick
Notary Public, State of South Carolina
My Commission expires January 1, 1971

SC-75-R January 1, 1971 Recorded November 7, 1967 At 9:30 A.M. #13287

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 Jack N. Mathis & Mary Ellen Mathis to The Citizens and Southern National Bank of South Carolina, as Bank, dated Nov. 2 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Nov. 7 1967 Docket 832 at Page 276, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Francis Lawson By George H. Lewis
Deanne Weaver

SATISFIED AND CANCELLED OF RECORD

22 DAY OF August 1969
Clie Farnsworth

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

AT 10:45 O'CLOCK A M. NO. 4523