

NOV 20 1970

REAL PROPERTY AGREEMENT
12191

VOL 903 PAGE 166

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 the county of Greenville, state of South Carolina, being known and designated as Lot No. 140 on plat of Coleman Heights subdivision recorded in the RMC Office for Greenville County, S.C., in Plat Book RR, page 115, said lot having frontage of 150 feet on the south side of Alta Vista Circle, a depth of 231.5 feet on the east side, a depth of 234.5 feet on the west side and a rear width of 150 feet.

This is the same lot conveyed to grantor by Stanley I. Coleman by deed recorded March 26, 1963 in vol. 719 page 123 of the RMC Office for Greenville County, S.C. and is conveyed subject to restrictions applicable to said subdivision recorded in deed book 555, page 531.

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 Elizabeth Cutright x Robert N. Williams

Witness W. R. Rowan III x Marjorie K. Williams

Dated at: Greenville, S.C. 11/13/70
Date

State of South Carolina

County of Greenville

Personally appeared before me Elizabeth Cutright

who, after being duly sworn, says that he saw

the within named Robert N. Williams and Marjorie K. Williams sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with William R. Rowan, III witnesses the execution thereof.

Subscribed and sworn to before me

this 13 day of November, 19 70

Elizabeth Cutright (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded November 20th, 1970 at
3:30 P. M. #12191

1-05-175 MY COMMISSION EXPIRES DECEMBER 3, 1979

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 Robert N. Williams & Marjorie K. Williams to The Citizens and Southern National Bank of South Carolina, as recorded on 11-13 19 70, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-20 19 70, Document 903 at page 166 has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Sandra Mc Gaha By G. H. Lewis J. L. O.
Frances Lawson

SATISFIED AND CANCELLED OF RECORD

4 DAY OF Feb. 1971

Ollie Farnsworth

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

AT 2:00 O'CLOCK P.M. NO. 18112