APR 5 1971 REAL PROPERTY AGREEMENT

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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
- 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

_, State of South Carolina, described as follows: <u>Greenville</u>

Greenville , State of South Carolina, described as follows:

All that piece, pareel or lot of land in Grove Township, Greenville County, Stouth Carolins one lot lying on west aside of the Old Piedmont Pelzer surface treated roads, adjoining one lot lying on west wiside of the Old Piedmont Pelzer surface treated roads, adjoining lands by Mrs. Bessie B. Mahaffey, L. C. Pressley and Piedmont Pelzer Surface treated road, lying and being in Rehobeth School District, near Rehobeth Church.

Beginning at point in center of Peedmont Pelzer surface treated Grove Road atjoint corner of Mrs. Bessie B. McHaffey line and grantor thence along the line of Mrs. Mahaffey in a western directoon to Post Oak, thence on the Bast side of Terrace along meanderings of said terrace in direction አልአጽልፏ፟እአልሧ፠እአሄዚ፟፟អែងដែលស្លាំእአዚዚአዊ አልአእዚቪ አልጀለቸ አለዚዚአል አልጀልቸል አልጀለቸ አልጀልቸል አልጀለቸ አልጀልቸል አልጀለቸ አልጀ 6 inches to point where terrace joins Highway Terrace in center of Piedmont Pelzer surface treated Grove road, thence along center of said surface treated road in a Northern direction, 384 feet to point of orgin.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whetsoever 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.
- 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 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 Richerca D. Lymbaugh / James R. Joses
Witness Chan ! March x / Jackin C Janux
Dated at:
State of South Carolina
Personally appeared before me Ridella V. Limbauth who, after being duly sworn, says that he saw
the within named R (Borrowers) acker of which is sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Dan L Moud
witnesses the execution thereof.
Subscribed and sworn to before me this 31 day of March, 1971 Relecca S. Lembargh
Nodary Public, State of South Carolina My Genmission expires Aratha will of the Covernor
sc-75 MY 09/MISSION EXPIRES NOVEMBER 23 1980 Recorded April 5, 1971 At 1:30 P.M. # 23095

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 29 ___PAGE 204_

NOVEMBER 23, 1980

SATISFIED AND CANCELLED OF RECORD DAY OF March 1975 nies R. M. C. FOR GREENVILLE COUNTY S. AT 3:00 O'CLOCK P. M. NO. 21948

1971 lO

APR :