10625 1971 Mrs. Ollie Farnsworth R. M. C.

5788 AUG 25 1971

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SCUTHERN 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 leviad 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 resently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property debelow, or any interest therein; and
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to resigned, as rental, or otherwise, and howsonver 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 Bates Township, Greenville County, State of South Carolina on the northwest side of McElhaney Road, containing 21 acres more or less and having the following metes and bounds to wit:

BEGINNING at a point in the cneter of McElhaney Road at the corner of the 90 acre tract heretofore conveyed by Fred R. Roach to the Brandon Corporation and running thence along the center of said McElahney Road, S.67-05 W. 149 feet more or less to a bend in said Road; thence still with the center osf said road, S. 232 W. 394 feet more or less to a point in the center of said road at corner of property now or formerly belonging to Charlie Batson, thence are along the line of the Batson property N. $35\frac{1}{2}$ W. 2078.38 feet more or less to a stake at the xex corner of the 90 acre tract of the Brandon Corporation; thence along the line of Brandon tract N. 60-20 E. 489 feet to the corner of the Brandon tract; thence still with the line of the Brandon tract S. 35-30 E. 1780 feet to the beginning corner in the enter of the McElbaney Road and being the same property conveyed to me in deed book 564 at page 160. Recorded in Book 658 of Deeds page 131 R. M. 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 indebted-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.
- Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and en it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and any person may and is hereby authorized to rely thereon.

continuing force of this agreement and any person may and is hereby authorized.
Witness Debre Darker xX Roman Hall
Greenville 8-11-71
State of South Carolina Greenville
County of
Bandra McGaha who, after being duly sworn, says that he saw
Personally appeared belote we
Personally appeared before me Bandra McGaha who, after being duly sworn, says that he saw (Witness) sign, seal, and as their
the within named McLain Hall and Rowens, Wer Hall
8181, 3011, 411 44 411-1
the within named McLain Hall and Rowens, Wer Hall
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof. Subscribed and sworn to before me this day of Curaust, 1971 Advance of Subscribed and Subscribed and Sworn to before me this law of Curaust, 1971 Subscribed and Sworn to before me
act and deed deliver the within written instrument of writing, and that deponent with

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 32 PAGE 626 SATISFIED AND CANCELLED OF RECORD DAY OF Ruguet 19 75 29 nie S Jan R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:30 O'CLOCK _ P. M. NO. 5554