

RECORDING FEE  
PAID \$ 1.25

OCT 19 1972  
ELIZABETH RIDDLE

OCT 19 1972 11841  
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
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 \_\_\_\_\_ State of South Carolina, described as follows:

Beginning at an iron pin in southern line of a tract containing 5.0 acres designated "Mary" and running thence due south 206.6 feet to iron pin; thence S. 88-41 ft. , 807.4 feet to iron pin; thence S. 9 E. 158.5 feet to iron pin; thence S. 89 E., 307.3 feet to iron pin; thence N 20-30E. 283.1 feet to iron pin thence N. 85-10W, 1269.4 feet to the beginning pin. The above described tract is identically the same devised by Julia A. Walker to her son Brooks W. Walker by will dated July 29, 1946 recorded in the probate court for Greenville County, S C. The said Brooks W. Walker having predeceased his mother and the grantees herein being the sole heirs at law of the said Brooks W. Walker, the deed being exacted to establish the line of said tract the same having been surveyed since the death of the said Julia A. Walker.

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 Karyn Skelton James F. Walker  
 Witness Terry Long Janie B. Walker  
 Dated at: Greenville 10-17-72  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Karyn Skelton who, after being duly sworn, says that he saw  
 the within named James Walker Janie B. Walker sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Terry Long  
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me  
 this 17th day of October 1972  
James W. Hantz (Witness sign here)

Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor 11-23-85  
 Real Property Agreement Recorded October 19, 1972  
 at 10:45 A. M., # 11841

SATISFIED AND CANCELLED OF RECORD  
370 DAY OF August 1977  
Donnie S. Tankersley  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 3:56 O'CLOCK P M. NO. 3257

FOR SATISFACTION TO THIS MORTGAGE SEE  
 SATISFACTION BOOK 51