

JUN 29 1973
DONNIE S. TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 978 PAGE 88

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: BEGINNING at an iron pin on the W. side of the 20 ft. St., as laid out on plat of Carl R. Vest made by W.P. Morrow in March, 1946 which point is 211.6 ft. N/W of McElhanev Rd. & is the rear corner of Lot 2 on said plat & running thence along the Eastside of a St. as laid out on the grounds across lot 1, N. 48-00 W. 229 ft. more or less to an iron pin in the rear line of lot 9; thence along the rear line of Lot 9 & Lot 8 & crossing said proposed St., N. 62-00 E. 110 ft. to an iron pin at the rear corner of lots 7 & 8; thence across lot 3, S. 43-00 E. 200 ft. to an iron pin at the rear corner of Lot 2 & property now or formerly belonging to Roe; thence along the rear line of Lot 2, S. 40-00 W. 105 ft. to the beginning corner. Together with a right of way & easement along the St. as now laid out which is proposed to connect McElhanev Rd. with Cooper St., the said grantee to have free access to the use of said Rd. for ingress & egress to & from his property. ALSO BEGINNING at an iron pin joint rear corner of Lots 6 & 7 on said plat & running thence S. 62-00 W. 90 ft. along the rear line of Lot 7 to iron pin joint rear corner of Lots 7 & 8; thence in a S/E direction 200 ft., more or less along the eastern line of the Gilreath lot to iron pin, joint rear corner of Lot 2 & 1 or marked "Roe Land" on plat above referred to; thence with the rear line of said lot marked "Roe Land", N. 40-30 E. 52 1/2 ft. to point, corner of lot conveyed to Goldsmith; thence in a northwesterly direction, 175 ft. more or less along the western line of said Goldsmith lot to the point of Beginning.

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 Bettie C. Markham Mary C. Gilreath

Witness Mauvelore Yates

Dated at: Greenville 6-28-73
Date

State of South Carolina
County of Greenville

Personally appeared before me Bettie Markham who, after being duly sworn, says that he saw the within named Mary C. Gilreath sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mauvelore Yates witnesses the execution thereof.

Subscribed and sworn to before me this 28th day of June 1973 Bettie C. Markham (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
6-23-80

Real Property Agreement Recorded June 29, 1973 at 4:15 P.M.
37933

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 43 PAGE 482

SATISFIED AND CANCELLED OF RECORD
26th DAY OF NOV. 1976
Donnie S. Tankersley
R. M. C. FOR G.
AT 1:00 O'CLOCK P. M. NO. 10455