

REAL PROPERTY AGREEMENT

Indefinite R & M

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 certain piece, parcel or lot of land in Paris Mountain Township, Greenville County, state of South Carolina, known and designated as Lots 5 & 6, according to plat made by W. J. Riddle, Surveyor, as shown on plat recorded in the R. M. C. Office for Greenville County in plat book U page 115 and according to a recent survey by T. C. Adams, Engineer, when described as a whole, having the following metes and bounds, to-wit:

Beginning at an iron pin on corner of Berea Road and Powell Road, and running thence with Powell Road, S. 3-32 E. 242.5 feet to an iron pin in the joint front corner of Lots 6 and 7; thence with the line of Lot No. 7, S. 88-02 W. 200 Feet to an iron pin in line of Lot No. 4; thence with the line of Lot No. 4, N. 3-32 W. 90.8 feet to an iron pin on the south side of Berea Road; thence with said Berea Road N. 51-18 E. 246.1 feet to the beginning corner. This being the same property conveyed to grantor by deed recorded in

and hereby irrevocably authorize and direct all lessees, assignors, holders and others to pay to Bank, all rents 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 Paul J. Diltrop x W.D. Edwards
 Witness Jack T. Maye x Ruby Edwards
 Dated at: Greenville
5-9-62
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Paul J. Diltrop who, after being duly sworn, says that he saw the within named W.D. Edwards and Ruby Edwards sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack T. Maye witnesses the execution thereof.

Subscribed and sworn to before me this 9 day of May, 1962 Paul J. Diltrop (Witness sign here)
C. Paul Mankin
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 sc-75-R

Recorded May 9th, 1962 at 9:15 A.M. #27640

the R. M. C. Office for Greenville County in Vol. 431 page 534.

State of South Carolina
County of Greenville
 The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 26th day of May 1965
The Citizens & Southern National Bank
of South Carolina
 By: R. M. Kessler Jr.
 Witness: Betty Higgins
 Witness: Flora Bell Renfroe

SATISFIED AND CANCELLED OF RECORD
 June 10 1965