

REAL PROPERTY AGREEMENT

Index - R.F.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

All that piece, parcel or lot of land, lying and situated in Grove Township, Greenville County, State of South Carolina, near the Town of Piedmont, S.C. East of Columbus and Greenville Railway, near the depot branch, containing (1) one acre more or less and being lot No. (6) six of the W. P. Nesbitt Oil Mill Tract, as Subdivided by W. E. Lee (Surveyor) January, 1924. See Plat 1, Page 55, R.M.C. Office, Greenville County said lot lies north of Oil Mill Road and has the following metes and bounds, commencing (6'2") six feet two inches south of iron pin in Center of Depot Branch (Piedmont Mfg. Co. Corner) thence uphill along southside (20) twenty feet, Street N.75 E. 3.68 with said street south 2E.246 chains to iron pin in center of Oil Mill Road. The above described lot or parcel of land, being a portion of land inherits by me as sole heir from my father, C. D. Nesbitt and my mother, Mrs. Sue Nesbitt and is a portion of same conveyed to C. D. Nesbitt by Deed March 21, 1881 and recorded in Vo.. Y.Y. Page 578, R.M.C. Office, Greenville County Greenville, South Carolina.

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 Albert M. Finley x Dacus Sullivan
Witness Guy Collins x Catherine Sullivan

Dated at: Greenville 1-17-63 Date

State of South Carolina Greenville
County of Greenville

Personally appeared before me Albert M. Finley who, after being duly sworn, says that he saw the within named Dacus and Catherine Sullivan sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Guy Collins witnesses the execution thereof.

Subscribed and sworn to before me this 17 day of January, 1963
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded January 22nd, 1963 at 9:30 A.M. #18512

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 9 of February 1967
The Citizens & Southern National Bank of South Carolina
By: M. L. Pherigo
Witness: Frances Lawson
Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD
10 DAY OF February 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
9:30 OCLOCK A M. NO. 19258