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REAL PROPERTY AGREEMENT

BOOK 742 PAGE 584

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 cemetery on Rutherford Road and running 150 ft. with Rutherford Road, said property having 175 ft. on the back line, 341 ft. on Left Side, and 275 ft. on Right Side which property is adjoining County Property between the County Home and the Chain Gang. The Childrens' Detention Home is across the street, but a filling station is directly across the street.

This property is part of property deeded to Mr. L. H. Tankersley by Mr. W. N. Leslie January 15, 1964 (unrecorded) and described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the State of S.C. County of Greenville, Greenville Township on the Northern side of Old Rutherford Road about 2 miles from Greenville Court House and having, according to a plat of survey prepared by J. Mac Richardson April 1959, the following metes and bounds, to-wit:

BEGINNING at an old iron pin on the Northern Side of the Old Rutherford Road at the corner of other property belonging to Greenville County and running thence along the Northern side of the Old Rutherford Road a traverse line of which is South 46-44 West, 107.3 ft. to a point; thence continuing along the North side of the Old Rutherford Road a traverse line of which is South 78-19 West 311.5 to a point at the Southeast Corner of a colored cemetery; thence along the line of said colored cemetery North 0-21 W. 267.4 ft. to an old iron pin at

(continued on reverse side hereof) 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 Nina L. Moore x Herbert Roberts W.M.
 Witness Donna Dacus x Matthew Collins
 Dated at: Greenville, S. C. February 19, 1964 Aaron Garrison
 Aaron Garrison

State of South Carolina
 County of GREENVILLE NINA L. MOORE
 Personally appeared before me ~~XXXXXXXXXXXXXXXXXXXX~~ who, after being duly sworn, says that he saw
 the within named Herbert Roberts, W. M., Matthew Collins, Aaron Garrison and Earthie Calhoun
 (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with DONNA DACUS
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me
 this 19th day of February, 1964
Nina L. Moore
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 (Witness sign here)

Notary Seal: Notary Public, State of South Carolina, My Commission expires at the will of the Governor, SC-73-R

(legal description continued front reverse side of sheet)
 an old iron pin at the N.E.C. of said cemetery; thence continuing along the same course
 N 0-21 W. 85.6 ft. to an iron pin on the line of Greenville County; thence along the
 line of Greenville County S. 60-28 E. 442.2 ft. to an iron pin, the beginning corner.

Recorded February 21, 1964 At 9:30 A.M. # 23846