

the Lien of this instrument is satisfied this

28 of March 1968

The Citizens & Southern National Bank of South Carolina

By: W. L. Phiegs Installment Loan Officer

Witness: Francis Lawson

Witness: E. Parker Suttler

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 25291

MAR 10 1964 25635

REAL PROPERTY AGREEMENT

BOOK 744 PAGE 136

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:

Book 420-Page 371

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville, Township, being known and designated as lot No. 24, Block C, of Woodside Hgts, as shown on plot record in plat book "L" Pages I4 and I5 re-recorded in plat Book "K" pages 272-275 R.M.C office for Greenville County, and being more particular described according to survey and plat by Pickell and Pickell, Engineers, December 12, 1945, as follows.

Beginning at stake on the South side of McDowell street, corner of Lots No. 23 and 24, and running thence with lines of said lots, South 24-55 East 177 ft. to a stake thence with line of lot No. 1- South-73. 10 West-49 ft to a stake thence with line of lot No-25 North-34-20, West 166 feet, to a stake on McDowell Street thence with said street, North 60-30 East 76 feet. to the beginning corner.

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 Pat C. Lowe x George L. Wheeler
Witness Reba G. McCoy x Aloma Z. Wheeler

Dated at: Greenville SC March 9, 1964
Date

State of South Carolina

County of Greenville

Personally appeared before me Pat C. Lowe who, after being duly sworn, says that he saw

the within named George L. & Aloma Z. Wheeler sign, seal, and as their

and used deliver the within written instrument of writing, and that deponent with Reba G. McCoy

witnesses the execution thereof. Pat C. Lowe

Subscribed and sworn to before me

this 9 day of March, 19 64

Pat C. Lowe (Witness sign here)

Notary Public, State of South Carolina

My Commission Expires at the will of the Governor

SC-75-R

Recorded March 10, 1964 At 9:30 A.M. # 25635