

mail 1.25 x 1/2 #34795 JUN 9 1964

REAL PROPERTY AGREEMENT

BOOK 750 PAGE 452

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 729 Page 517 R.M.C. OFFICE 8-13-63

BEGINNING at an iron pin on the East side of Terramont Circle in the front line of Lot 36, said pin being 30 feet north from the joint front corner of Lots 35 and 36, and runs thence with the East side of Terramont Circle, N. 13-00 E., 140 feet to an iron pin; thence with the curve of Terramont Circle and said unnamed street (the chord being N. 63-08 E., 32.1 feet) to an iron pin on the South side of the unnamed street; thence still with the curve of said unnamed street (the chord being S. 66-50 E., 115 feet) to an iron pin; thence still along the curve of said street (the chord being S. 55-20 E., 100 feet) to an iron pin; thence still with the curve of said street (the chord being S. 47-36 E., 55.8 feet) to an iron pin; thence still with the curve of said street (the chord being S. 37-03 E., 100 feet) to an iron pin; thence still along said unnamed street, S. 27-27 E., 100 feet to an iron pin; thence S. 58-25 W., 240 feet to an iron pin; thence along the rear line of Lot 35, N. 6-08 W., 143.5 feet to an iron pin; thence N. 51-20 W., 225.4 feet to an iron pin on the East side of Terramont Circle, the beginning corner.

This is a portion of the property conveyed to us by deed of John Carl Fisher dated July 31, 1956, recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 558, Page 227. See also deed from William F. Wilson to Thomas E. Macfie

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: Nancy T. Crain X Thomas E. Macfie
 Witness: Nina L. Moore X Thomas E. Macfie

Dated at: Greenville, S. C. June 8, 1964
Date

State of South Carolina
County of Greenville

Personally appeared before me Nancy T. Crain who, after being duly sworn, says that he saw
 the within named Thomas E. Macfie (Witness) sign, seal, and as their
 act and deed, deliver the within written instrument of writing, and that deponent with Nina L. Moore
 witnesses the execution thereof (Witness)

Subscribed and sworn to before me
 this 8th day of June, 1964
Nancy T. Crain (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

sc-75-R Recorded June 9, 1964 At 12:07P.M. # 34795

SATISFIED AND CANCELLED OF RECORD
23rd DAY OF aug. 1978
Donnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 10:30 O'CLOCK a. M. NO. 5880

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 60 PAGE 391