

AUG 5 - 1964

1045 X X X X
REAL PROPERTY AGREEMENT

BOOK 754 PAGE 498

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: (Unrecorded)

ALL that piece, parcel or lot of land with buildings and improvements thereon, situate, lying and being near the City of Greenville, State of South Carolina, being known and designated as Lot No. 236 Augusta Road Ranches, Plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "M", Page 47, and having according to said Plat, the following metes and bounds to-wit:

BEGINNING at an iron pin on the Northerly side of Gatlin Avenue, which iron pin is 385.7 feet West from the intersection of Old Augusta Road and Gatlin Avenue, at the corner of Lot 235 and running thence N. 0-13 W. 140 feet to a stake at the corner of Lot 258; thence S. 89-47 W. 60 feet to a stake at the corner of Lot 237; thence S. 0-13 E. 140 feet to a stake on Gatlin Avenue; thence with the Northerly side of Gatlin Avenue N. 89-47 E. 60 feet to a stake, the point of BEGINNING.

This is the same property described in deed recorded in Deeds Volume 729, Page 219.

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.

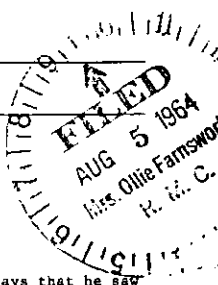
4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due 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 Franklin Boles
 Witness Betty W. Higgins x Brenda Boles

Dated at: Greenville, South Carolina July 31, 1964
Date



State of South Carolina Greenville
County of _____

Personally appeared before me Nina L. Moore (Witness) who, after being duly sworn, says that he saw the within named Franklin Boles and Brenda Boles (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty W. Higgins (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 31st day of July, 1964 Nina L. Moore (Witness sign here)

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

SC-75-R Recorded August 5th., 1964 At 9:30 A.M. # 4045

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 5th of Oct. A.D. 1965
The Citizens & Southern National Bk. of S. Carolina
By: Ralph M. Kesler, Jr.
Witness: Betty Higgins
Witness: Susan Barras

*SATISFIED AND CANCELLED OF RECORD
14 DAY OF Oct. 1965
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
At 9:30 O'CLOCK A. M. NO. 11662