

AUG 26 1964

6251

REAL PROPERTY AGREEMENT

BOOK 756 PAGE 225

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:

All of that piece, parcel or lot of land, situate, lying and being in Bates Township, Greenville County, lying about 1/2 mile south of Pleasant Retreat School bounded by lands of Edwards, Smith and McCauley containing 7 5/10 acres and having the following metes and bounds to-wit:

BEGINNING at an iron pin in county road at the edge of surface and running thence along road N. 11-50 E. 600 feet to an iron pipe on the bank of road at a large perisom; thence N. 77-00 W. 660 feet to iron pipe on Mrs. Smith's line at spring; thence S. 47-10 W. 311.6 feet to an iron pin; thence S. 54-48 E. 890 feet to the beginning point.

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 Roy Bryson

Witness Florence Renfro x Ruth S. Bryant

Dated at: Greenville 8-21-1964 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 Roy & Ruth S. Bryant sign, seal, and as they

act and deed, and have the within written instrument of writing, and that deponent with Florence Renfro

witnesses the execution thereof.

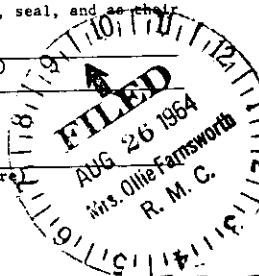
Subscribed and sworn to before me

this 21 day of Aug 1964

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

SC-75-R

Recorded August 26th., 1964 At 9:30 A.M. # 6251



The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 20 of December 1966. Citizens & Southern National Bank of South Carolina By: W. L. Pherigo Witness: Frances Lawson Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD 27 DAY OF Dec. 1966 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:30 O'CLOCK A. M. NO. 15559