

② 1.25 = 2.50

OCT 7 1964 10442
REAL PROPERTY AGREEMENT

BOOK 759 PAGE 143

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: Plat Book "K" - Page 98 and 99

ALL those certain lots of land lying at the Southwestern corner of the intersection of McDaniel Avenue and Terrace Drive in the City of Greenville, County of Greenville, State of South Carolina shown as Lot No. 22 and the Northern one-half of Lot No. 23 on a plat entitled Map No. 2, Cleveland Terrace, Property of W. C. Cleveland, recorded in the R. M. C. Office for Greenville County in Plat Book K at Page 98 and 99 and being further described as follows:

BEGINNING at an iron pin on the southwestern corner of McDaniel Avenue and Terrace Drive and running thence S. 85-22 W. 80 feet to an iron pin; thence S. 70-32 W. 51.3 feet to an iron pin; thence S. 49-24 W. 30.7 feet to an iron pin at the corner of Lot No. 23; thence S. 47-00 W. 18.5 feet to an iron pin; thence S. 37-23 W. 21.9 feet to an iron pin which point will be in the center of the rear line of Lot No. 23; thence in a new line through Lot No. 23, S. 75-55 E. 161.3 feet more or less to an iron pin on the Western side of McDaniel Avenue; thence along McDaniel Avenue, N. 11-28 E. 35 feet to an iron pin at the corner of Lot No. 22; thence continuing along McDaniel Avenue N. 10-47 E. 80 feet to the point of beginning.

(Over)

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 J. Robert Stogner, Jr. x
J. Robert Stogner, Jr.
Witness Florence Renfroe x
Florence Renfroe

Hazel W. Ellison
Hazel W. Ellison
September 30, 1964
Date

Dated at: Greenville, South Carolina

FILED
OCT 7 3 42 PM 1964
GREENVILLE CO. S.C.
OLLIE FARRSWORTH
R.M.C.

State of South Carolina
County of GREENVILLE

Personally appeared before me J. Robert Stogner, Jr. who, after being duly sworn, says that he saw the within named Hazel W. Ellison (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Florence Renfroe (Borrowers) (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 30th day of September, 1964
Martha Ann Chewes
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
J. Robert Stogner, Jr. (Witness sign herb)

Being a portion of the property conveyed to Lawrence Reid by deed of the South Carolina National Bank as Co-Trustee, etc., dated August 2, 1963, recorded in Deed Book 730 at Page 533.

Recorded October 7th., 1964 At 3:42 P.M. # 10442