

FEB 2- 1965 21825
REAL PROPERTY AGREEMENT

BOOK 766 PAGE 467

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 that certain peice, parcel or lot of land, with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situated at the southeast corner of the intersection of Nona Street and Wakefield Street formerly Grove Street, in the City of Greenville, being known and designated as Lots 1 and 2 on a plat recorded in the R. M.C. Office for Greenville County in Plat Book C, at page 150, and being described as follows:

BEGINNING at an iron pin at the southeast corner of the intersection of Nona Street and Wakefield Street, and running thence with the Eastern side of Nona Street, S. 23-30' E. 40 Feet to pin at bend; thence continuing S. 11 E. 80 feet to pin; thence N. 67 E. 80 feet to pin at corner of lot heretofore conveyed to L. T. Jones; thence with line of said lot, N. 11 W. 120 feet to an iron pin on the southern side of Wakefield Street; thence with the southern side of said street, S. 67 W. 91 feet to the point of beginning, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same conveyed to us by Paul J. Bogan by deed of even date herewith, not yet recorded.

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 Florence H. Renfro x Winfred C. Daniels
 Witness Betty Higgins x Justine G. Daniels
 Dated at: Greenville, South Carolina January 29, 1965
Date

State of South Carolina

County of GREENVILLE

I, Florence H. Renfro who, after being duly sworn, says that he saw

Winfred C. Daniel and Justine G. Daniel sign, seal, and as their

and deed deliver, the within written instrument of writing, and that deponent with Betty Higgins

witnesses the execution thereof.

Subscribed and sworn to before me

this 29th day of January, 19 65

Martha Ann Cheves Florence H. Renfro (Witness sign here)

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

Recorded February 2nd., 1965 At 9:30 A.M. # 21825

SC-75-R

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Winfred C. Daniels & Justine G. Daniels to The Citizens and Southern National Bank of South Carolina, as Bank, dated Jan. 29, 1965 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on February 2, 1965, Book 766 at Page 467, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina.
 W. L. Phingo Loan Officer
 Witness Francis Lawson
 E. Parker Suttles

SATISFIED AND CANCELLED OF RECORD
13 DAY OF Feb. 1968
Oliver Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A. M. NO. 21330