

125 FEB 9 1965 22511

REAL PROPERTY AGREEMENT

BOOK 767 PAGE 209

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 on 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, any 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 piece, parcel or lot of land located in the County of Greenville, State of South Carolina, situate, lying and being on the southeastern side of Tillman Court and being known and designated as Lot # 1 on a plat entitled Tillman Court Dated November, 1963, by C. C. Jones, Civil Engineer, and recorded in the R. M. C. Office for Greenville County in Plat Book RR at page 155 and according to said plat has the following metes and bounds, to-wit:

BEGINNING at an Iron pin at the intersection of Tillman Court and Maller Road and running thence S. 77-47 E. 456.9 feet to an Iron pin; thence running N. 22-20 E. 168.3 feet to an Iron pin; thence running N. 52-20 W. 237 feet to an iron pin; thence running N. 36-05 W. 200 feet to a point on the southern side of Tillman Court; thence running along Tillman Court S. 72-25 W. 50 feet to an iron pin; thence along said Court, the Chord of which is S. 42-58 W. 87 feet to an iron pin; thence continuing with said Tillman Court S. 13-31 W. 228.5 feet to a point; thence continuing with said Court S. 35-01 W. 78 feet to the point of beginning.

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 Joseph M. Lackey  
 Witness Susan L. Barras x Frances R. Lackey  
 Dated at: Greenville, South Carolina February 2, 1965  
 Date

State of South Carolina  
County of: GREENVILLE

Personally appeared before me Florence H. Renfro who, after being duly sworn, says that he saw the within named, Joseph M. Lackey and Frances P. Lackey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan L. Barras witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of February, 1965  
Martha Ann Cheve Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Witness sign here) Florence H. Renfro

SC-75-R Recorded February 9th., 1965 At 9:30 A.M. # 22511

SATISFIED AND CANCELLED OF 19 DAY OF Aug 1966  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:43 CLOCK A M. NO. 5037

For Termination of Real Property Agreement  
See Deed Book 807 Page 377