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REAL PROPERTY AGREEMENT

BOOK 767 PAGE 320

For transmission to Greenville Deed Book 776 Page 120

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 Piece, Parcel or lot of land situate, lying and being on the eastern side of North Estate Drive near the City of Greenville, in the County of Greenville, State of South Carolina and known and designated as a portion of the property of Crestwood, Inc. by plat prepared by J.C. Hill, February 28, 1948, and recorded in Plat Book S at Page 189 in the R.M.C. Office for Greenville County and according to an amended survey by Pickell and Pickell is shown as Lot No. 93 which Plat is not recorded and according to said latter survey has the following metes and bounds to-wit:

BEGINNING at a stake on the eastern side of North Estate Drive at the corner of Lot 48 and running thence with the line of said Lot N. 66-46E. 90 Feet to a stake; running thence S. 19-45 E. 100 Feet to a stake; running thence S. 61-0 W. 113.7 Feet to a stake on North Estate Drive; running thence with the eastern side of North Estate Drive N. 8-16 W. 106.2 Feet, point of BEGINNING.

This being the same property conveyed to the Grantor herein by deed recorded in book 629 at Page 228.

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 [Signature] X Harold R. McGee

Witness Elizabeth G. Jones X

Dated at: Greenville, South Carolina February 11, 1965
Date

State of South Carolina

County of Greenville

Personally appeared before me W. Dean Hudson who, after being duly sworn, says that he saw

the within-named, Harold R. McGee (Witness) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Elizabeth G. Jones (Borrowers) (Witness)

witnessed the execution thereof.

Subscribed and sworn to before me

this 11th day of February, 1965 [Signature] (Witness sign here)

[Signature]
Notary Public, State of South Carolina
My Commission Expires at the will of the Governor

SC-75-R

Recorded February 11th., 1965 At 9:30 A.M. # 22696