

2/2-524313

MAR 1 1965 REAL PROPERTY AGREEMENT

BOOK 768 PAGE 265

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 in the City of Greenville, County of Greenville, State of South Carolina, and being known and designated as Lot No. 37 on a plat of Knollwood on record in the R. M. C. Office for Greenville County in Plat Book EE, at page 35, and being more particularly described according to said plat as follows, to-wit:

BEGINNING at a point on the easterly side of Sunset Drive at the joint corner of Lots Nos. 37 and 38, and running thence S. 54-46 E. 180 feet along the line of Lot No. 38 to the rear corner thereof; thence S. 35-14 W. 84.9 feet to the rear corner of Lot No. 36; thence N. 54-46 W. 180 feet along the line of Lot No. 36 to the front corner thereof on Sunset Drive; thence N. 35-14 E. 84.9 feet along Sunset Drive to the beginning corner; being the same property conveyed to grantor corporation by Hazel Lee Jenkinson and Annie C. Jenkinson, individually and as trustees by deed dated April 20, 1954, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 498 at page 202.

(This is the description of the property in the name of Ansel L. Boiter, his heir, and assigns forever. The Carter's received this property through a will. The will is in the Probate Judges Office for Greenville County - Numbered W-801-07.)

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 Billy J. Silver X  
Witness Betty Higgins X

R. Marvin Carter  
R. Marvin Carter  
Mary R. Carter  
Mary R. Carter  
Feb 18, 1965  
Date

Dated at: Greenville

State of South Carolina  
County of Greenville

Personally appeared before me Billy J. Silver who, after being duly sworn, says that he saw the within named R. Marvin & Mary R. Carter sign, seal, and as their act 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 18 day of Feb, 19 65  
Billy J. Silver  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
SC-75-R

Billy J. Silver  
(Witness sign here)

Recorded March 1st., 1965 At 9:30 A.M. # 24313

SATISFIED AND CANCELLED BY REC'D  
13 DAY OF Sept 1965  
Clie Farnsworth  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A.M. NO. 8312

For Termination of Real Property Agreement see Deed Book 782 Page 130