

MAR 5 1965

24839

REAL PROPERTY AGREEMENT

BOOK 768 PAGE 518

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 the full payment 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 situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 2 as shown on a plat prepared by Piedmont Engineering Service, dated January 12, 1960, entitled "Survey for Mabel B. Davis", recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book TT at page 127, and having according to said plat and according to another plat bearing the same date recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book TT at page 126, the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Old Spartanburg Road, which iron pin is 492.7 feet in an Easterly direction from the intersection of Old Spartanburg Road and Pelham Road at the joint corner of Lots Nos. 2 and 3; and running thence with the line of Lot No. 3 S. 35-45 W. 158.6 feet to an iron pin at the joint corner of Lots Nos. 1, 2 and 3; thence with the line of Lot No. 1 S. 79-27 E. 400.55 feet to an iron pin in the line of property now or formerly of Bailey; thence with the line of said Bailey property N. 23-42 E. 296.75 feet to an iron pin on the Southern side of Old Spartanburg Road; thence with the Southern side of Old Spartanburg Road S. 80-35 W. 426.0 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. Renfroe x Harvey L. Burns  
Florence H. Renfroe (Witness)

Witness Susan L. Barras x  
Susan L. Barras (Witness)

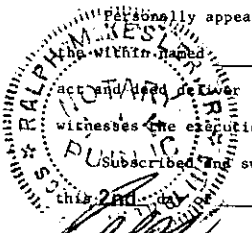
Dated at: Greenville, South Carolina March 2, 1965  
Date

State of South Carolina  
County of Greenville

I personally appeared before me Florence H. Renfroe who, after being duly sworn, says that he saw the within named Harvey L. Burns (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan L. Barras (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of March, 1965  
Florence H. Renfroe (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Recorded March 5th., 1965 At 9:30 A.M. # 24839



The Citizens and Southern National Bank of South Carolina, national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Harvey L. Burns to The Citizens and Southern National Bank of South Carolina, as Bank, dated March 2, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on March 5, 1965, Docket 68 at page 518, has been terminated and the undertakings herein described discharged.

The Citizens and Southern National Bank of South Carolina by M. F. Austin Installment Loan Officer  
Witness Frances Lawson  
C. O. Stilwell  
SATSFIELD AND CANCELLED OF RECORD  
10 DAY OF Nov. 1967  
Ollie Farnsworth