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28894 REAL PROPERTY AGREEMENT

BOOK 771 PAGE 282

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: Recorded in Bk 728 pg 472

All that certain piece, parcel or lot of land with all improvements thereon, or to be constructed thereon, situate, lying and being in the State of SC Greenville County Greenville Township, about three miles from City of Greenville on the New White Horse Rd., now known as Washington Ave., and being known & designated as the front portion of Lot 19 of the Earle subdivision of the property of Lopper & Yowm, as shown on a plat thereof prepared by R.E. Dalton November 1919 and recorded in the RMC Office Greenville County in Plat Book F., Page 80. Said Lot fronts 80 feet on the western side of Washington Avenue, and runs back in parallel lines a distance of 193 feet, and is the same lot conveyed to Mary Jane Hood by Estelle Cooper by deed dated Oct 2, 1936, and recorded in the RMC Office Greenville County in Deed Vol 188, page 120, less, however a portion conveyed by Mary Jane Hood, et al, to Jesse Q. Merritt, by Deed recorded in the RMC Office for Greenville County in Deed Vol 419, Page 58.

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 Joseph S. Ward
 Billy J. Silver Joseph S. Ward
 Witness Ralph M. Kesler, Jr. x Lois M. Ward
 Ralph M. Kesler, Jr. Lois M. Ward
 Dated at: Greenville, South Carolina April 14 1965
 Date

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 Joseph S. Ward and Lois M. Ward sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ralph M. Kesler, Jr. witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of April, 1965
Martha Ann Cheves Billy J. Silver
Notary Public, State of South Carolina (Witness sign here)
My Commission expires at the will of the Governor

SC-75-R Recorded April 16th., 1965 At 9:30 A.M. # 28894

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 Joseph S. & Lois M. Ward to The Citizens and Southern National Bank of South Carolina, as Bank, dated 4-14 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 4-16 1965, Docket 771 at Page 282, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Becky Linn By M. F. Austin, J. L. O.
Debbie Parker