REAL PROPERTY AGREEMENT BOOK 780 FAGE 448

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 (hereinefter 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

- 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
- 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 of that parcel or lot of land in Highland Township of Greenville County, South Carolina, in the Jordan and Flynn Roads, bounded on the North by Glenda Riley and other lands of the grantor, on the east and south by lands of R. J. Fisher and south and west by the Flynn Road, and being a portion of that property conveyed to the grantor by Jno. D. Neely by deed dated February 15, 1955, recorded in the R.M.C. Office for Greenville County in Deed Book 519, at page 20.

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.
- 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, legatess, 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 Floresse H. Lex Rag x William C. Turner
Witness Suran Barras x Sharon K. Turner
Dated at: Areexielle S/10/65
State of South Carolina
County of
Personally appeared before me Ilaiene H Leadre who, after being duly sworn, says that he sa
the within named the liam. C. J. (Borrovers) L. June sign, seal, and as their
act and deed dely fer the within written instrument of writing, and that deponent with Ausau Saucas
witnesses the execution thereof.
Subspribed and sworm to before me
this 19 thay of "Aliquest, 1965 Marone H. Reafre
Notary Purity State of Konth Carolina
My Commission explays at the will of the fovernor
sc-75-2 Recorded Augus t 23rd., 1965 At 9:30 A.M. # 6003

The Citizens and Southern National. ies that that certain association, hereb "Real Propert made by and Southern nati he R. Turner to Osti Carolina, as Bank, dated august, k of South the Recorder in the Country Carolina, on August 25, 1965, No runille, State o been terminated and the undertakings 80, at page herein described discharged. The Citizens and Southern n national Bank of South Carolina W. L. Pherigo SATISFIED AND CANCELLED OF RECORD nitness- Frances Lawson Kay 6. Hill

DAY OF March Ollie Farnsworth