

SEP 27 1965

9845 X X X X  
REAL PROPERTY AGREEMENT

BOOK 783 PAGE 109

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 lot of land in the county of Greenville, state of South Carolina, being a part of lot No. 6 on a revised plat of a portion of Verner Heights recorded in plat book N page 9, of the R. M. C. Office for Greenville County, and having according to said plat and a recent survey made by C. C. Jones, Engineer, the following metes and bounds, courses and distances, to-wit:

BEGINNING at an iron pin on the southeast side of South Franklin Road (formerly McBeth Street) at the joint front corner of Lots No. 5 and 6, thence with the joint line of said Lots S. 53-40 E. 108.3 feet to an iron pin; thence across lot no. 6 S. 31-20W. 69 feet to an iron pin; thence turning N. 49-28 W. 124.6 feet to an iron pin on the southeast side of South Franklin Road, thence with the southeast side of said road N. 46-00E 60 feet to the beginning corner.

This is the same property conveyed to grantor by deed recorded April 20, 1964, in volume 747 page 58 of the R. M. C. Office for Greenville County, South Carolina

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 Walter T Shelmut  
 Witness [Signature] x Leslie C Shelmut  
 Dated at: Greenville, S.C. 9-24-65  
Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me ROBERT L. PENCE who, after being duly sworn, says that he saw the within named WALTER T & LESSIE O SHEL MUT sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. MAXION F. AUSTIN (Witness)

Subscribed and sworn to before me  
 this 22 day of SEPTEMBER, 1965  
[Signature]  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

Recorded September 27th., 1965 At 9:30 A.M. # 9845

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 Walter T. Shelmut & Leslie C. Shelmut to The Citizens and Southern National Bank of South Carolina, as Bank, dated 9/22/1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 9/27/1965, Docket 783, at page 109, has been terminated and the undertakings therein described discharged.