

125 NOV 4 1965

13889 REAL PROPERTY AGREEMENT

BOOK 785 PAGE 467

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 certain piece, parcel or lot of land in O Neal Twp. Greenville County, State of South Carolina, lying on the east side of the Old State Road now S. C. Highway No. 253 about four and one-half miles south of Tigerville and bounded on the south by land of Joe Lynn, on the east by B. W. Lynn and on the north and west by other land of Grantor and containing two and 5/100 acres, more or less, and having the following Metes and Bounds:

Beginning at a nail in the Old State Road, corner of lands of Grantor and Joe Lynn and running thence S. 89-00 E. 393 feet to an iron pin, corner of B. W. Lynn land; thence N. 5-15 E. 220 feet to an iron pin; thence N. 89-52 W. 437.8 feet over iron pin on R.O.W. line of Highway S. C. 253 to nail in center of Highway; thence S. 6-34 E. 214 feet to beginning corner.

This land is part of the same land conveyed to Grantor by Ernest R. Lynn.

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 Patsy Hunt x Lewis B. Langley
Witness Mary Burns x Pearl C. Langley
Dated at: Greer, South Carolina 11/2/65
Date

State of South Carolina
County of Greenville

Personally appeared before me Patsy Hunt who, after being duly sworn, says that he saw this within named Lewis B. and Pearl C. Langley sign, seal, and as their and deed, delivered to within written instrument of writing, and that deponent with Mary Burns witnesses the execution thereof.

Subscribed and sworn to before me

this 2nd day of November 19 65

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SC-75-R

Recorded November 4th., 1965 At 9:30 A.M. # 13889

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 Lewis B. Langley & Pearl C. Langley to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11/2/65 19 65, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-7-65 Docket 785 at Page 467, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Francis Layson By E. Parker Suttler Inst. Loan Officer
George W. Lewis

RECORDED AND CANCELLED OF RECORD

3 DAY OF Jan. 19 69
Ollie Farnsworth