

APR 27 1966  
30817

REAL PROPERTY AGREEMENT

BOOK 796 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 piece, parcel or lot of land situate, lying and being on the southern side of Wiuka Avenue in the City of Greenville, State of South Carolina and being known and designated as Lot No. 3, Section 7 of East Highlands Estates as shown on plat thereof recorded in the RMC office for Greenville County in Plat Book MM at page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Wiuka Avenue joint front corner of Lot # 3 and 4 and running thence along the common line of said lots. S 18-03 W. 174.4 feet to an iron pin; thence across the rear line of Lot # 3 S. 74-26 E. 70 feet to an iron pin; thence with the common line of Lot # 2 and 3 N. 18-03 E 174.4 N. feet to an iron pin on the southern side of Wiuka Avenue; thence along said Avenue N. 74-26 W. 70 feet to an iron pin, the point of beginning.

This is the same property conveyed to the grantor herein by deed dated July 10, 1962, and recorded in the RMC Office for Greenville County in Deed Bok 702, page 53. The grantees assume and agree to pay the mortgage over the above property to Fidelity Federal Savings and Loan Association recorded in RMC Office for G'ville County Book 895, page 228.

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 Bobby J. Nelson x Edward S. Abbott

Witness Ronald A. Stumaker x Sylvia K. Abbott

Dated at: Greenville, S. C. 4-27-66  
Date

State of South Carolina

County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Edward S. Abbott & Sylvia K. Abbott sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with Ronald A. Stumaker witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of April, 1966 Bobby J. Nelson (Witness sign here)

Spencer M. Farland  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Recorded April 27th, 1966 at 9:30 A.M. #30817

SC-75-R

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 Edward S. and Sylvia K. Abbott to The Citizens and Southern National Bank of South Carolina, as Bank, dated 4/21/66, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on April 27, 1966, Book 796 Page 109, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
By M. F. Austin  
Witness - Frances Lawson  
Kay C. Hill  
SATISFIED AND CANCELLED OF RECORD.  
1 DAY OF May 1967  
Oliver Farmsworth