

MAY 13 1966

32436

REAL PROPERTY AGREEMENT

BOOK 798 PAGE 289

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:

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land with the buildings and improvement thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the south side of Pettigru Street, and known as Lot 4 of the subdivision of Boyce Lawn property and according to a plat recorded in Plat Book "C", Page 30, having the following metes and bounds to-wit:

Beginning at an iron pin on the south side of Pettigru Street at joint front corner, of Lots 3 and 4 running thence with the south side of Pettigru Street in a northeasterly direction 55 feet 9 inches to an iron pin on said street at corner of Lot 5; thence with the line of Lot 5, S. 15-00 E. 196 feet to an iron pin; thence along the rear line of Lot 4 in a southwesterly direction and parallel with Pettigru Street 55 feet 9 inches to an iron pin at joint rear corner of Lots 3 and 4; thence with the line of Lot 3 N. 15-100 W. 196 feet to an iron pin on the south side of Pettigru Street, the beginning corner.

As part of the consideration herein, the grantee assumes and agrees to pay that certain mortgage dated December 3, 1964, in the sum of \$1,378.80 payable to Greenville Contracting Company, recorded in Mortgage Book 980, page 79, Register of Mesne Conveyance Office, 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 Bobby J. Nelson x Ezra P. Mayer

Witness Charles Lawson x Sherry C. Mayer

Dated at: GREENVILLE S.C. 5-9-66 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 EZRA P. MAYER sign, seal, and as their

act and deed delivered the within written instrument of writing, and that deponent with FRANCES LAWSON witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of May, 1966

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

Recorded May 13th, 1966 at 9:30 A.M. #32436

The Citizens and Southern National Bank of South Carolina, national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Ezra P. Mayer & Sherry C. Mayer to The Citizens and Southern National Bank of South Carolina, as Bank, dated 5-9-1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on May 13, 1966, Docket 798, at Page 289, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina St. L. Phirgo Installment Loan Officer Witness Frances Lawson E. Parker Suttles