

At 9:30 o'clock A.M. No. 6734

For Termination Agreement
See Deed Book 827 Page 392

JUL 12 1966

125' 1409

REAL PROPERTY AGREEMENT

BOOK 802 PAGE 44

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 in Saluda Township, Greenville County, State of South Carolina and bounded on the north by state Highway No. 130 or the Goodman Bridge Road on the South by O. H. Kilgore and Myrtle Kilgore on the East by O. H. Kilgore and on the West by Turney Mitchel and being a part of the O. H. Kilgore and Myrtle Kilgore property located about four miles east of Marietta, South Carolina, and being on the south side of State Highway No. 130 and having the following metes and bounds, to-wit:

BEGINNING on an iron pin on the south bank of state highway No. 130 and on Turney Mitchel Line and running with said line S. 29.W 583 feet to A black gum tree thence S.74 E. 150 feet to an iron pin adjoining other lands of Grantor thence N. 29 E 583 feet to the right of way of highway No. 130 thence with said right of way N. 74 W. 150 feet to the beginning corner containing two acres more or less.

The above tract of land is a part of the same conveyed to O. H. Kilgore and Myrtle Kilgore by Mrs. Cullen B. Sparks by Deed dated the 12th day of March 1946, and is recorded in the R. M. C. Office for Greenville County in Book 288 of deeds page 416.

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 Ronald A. Shumaker x H. W. McKenzie

Witness Jarret Dusk x Edna McKenzie

Dated at: Greenville 7-11-66
Date

State of South Carolina

County of Greenville

Personally appeared before me Ronald A. Shumaker who, after being duly sworn, says that he saw the within named H. W. & Edna McKenzie (Borrowers) sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with Jarret Dusk (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of July, 1966 Ronald A. Shumaker (Witness sign here)

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