

2 R/P Agree. 250
AUG 17 1966

4789 XXXX
REAL PROPERTY AGREEMENT

BOOK 804 PAGE 278

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 Paris Mountain Township, G'ville County, State of S. C. being known and designated as Lot No 11 of Paris Mountain Heights as shown on plat by J.C. Hill, Surveyor dated September 13, 1954 and recorded in the R.M.C. Office for G'ville County in Plat Book "HH", Page 151 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin in the center of a thirty foot road at the joint front corner of Lots Nos 11 and 12 and running thence with the line of Lot No 12 N 1-00 W. 206.8 feet to an iron pin in the line of property now or formerly belonging to Jervey; thence with Jervey's line N. 63-10 E. 80 feet to an iron pin in the corner of property now or formerly belonging to Ashmore; thence with Ashmore's line S. 6-05 E. 278.9 feet to an iron pin at the corner of Lot No. 10; thence with the line of Lot No 10 S. 82-00 W. 19.5 feet to an iron pin in the center of the aforementioned thirty foot road; thence with the center of said road following the curvature thereof (the chords of which are N. 34-20 W. 50 feet and N. 85-00 W. 50 feet) to the beginning corner.

This conveyance is subject to the following condition, restriction and covenant to-wit: This property shall be used for residential purposes only, and no dwelling shall be permitted on this lot with the ground floor area of the main structure, exclusive of open porches, breezeways and garages or carports, less than 1500 square feet.

The above described property is part of the same conveyed to me by Grady L. Foster by his deed dated August 10, 1954 and recorded in the R.M.C. Office for Greenville County in Deed Book 505 page 484

I 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 Curtis M. Head
 Witness [Signature] X [Signature]

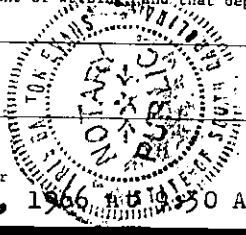
Dated at: Drummelle, S.C. 8-10-66
 Date

State of South Carolina
 County of Drummelle

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Curtis M. Head and Colbie M. Head sign, seal, and as their act and deed deliver the within written instrument of writing and that deponent with W.C. Shell, Jr. witnesses the execution thereof.

Subscribed and sworn to before me this 10th day of August, 1966
[Signature] (Witness sign here)

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



SC-75-R Recorded August 17th., 1966, 10:30 A.M. # 4789

Real Property Agreement

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 13 PAGE 178

SATISFIED AND CANCELLED OF RECORD
 FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 13 FOR GREENVILLE COUNTY, S.C. PAGE 178
 AT 1:30 O'CLOCK 8 M NO 20130