

OCT 25 1968

10859 XXX

REAL PROPERTY AGREEMENT

BOOK 808 PAGE 205

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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, with the improvements thereon, situate, lying, and being in the Piedmont Manufacturing Company Village in or near the town of Piedmont, Greenville County, South Carolina, and being more particularly described as Lot No. 65, Section 3, as shown on a plat entitled "Property of Piedmont Mfg. Co., Greenville County", made by Dalton & Neves, February, 1950; Sections 3 and 4 of said plat are recorded in the R. M. C. Office for Greenville County in Plat Book Y, at pages 2-5, inclusive, and pages 6-9, inclusive, respectively. According to said plat, the within described lot is also known as No. 0 Piedmont Street and fronts thereon 232.8 feet.

This is the identical property heretofore conveyed to Andrew E. Scott and Willie B. Scott by J. P. Stevens & Co., Inc., by its deed dated August 1, 1950, and recorded in the R. M. C. Office for Greenville County, S. C., in Deed Book 416, at page 340.

This conveyance is made subject to all conditions, restrictions and reservations contained in the deed of J. P. Stevens and Co., Inc. above referred to.

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 Margaret H. Buckhester x James R. Oliver

Witness Wm. W. Morrow x Evangeline K. Oliver

Dated at: Piedmont, S. C. October 21, 1966

State of South Carolina
County of Greenville

Personally appeared before me Margaret H. Buckhester who, after being duly sworn, says that he saw the within named James R. Oliver and Evangeline K. Oliver sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Wm. W. Morrow witnesses the execution thereof.

Subscribed and sworn to before me this 21 day of October, 1966, 19 Margaret H. Buckhester (Witness sign here)

Wm. W. Morrow
Notary Public, State of South Carolina

My Commission expires at the will of the Governor
Recorded October 25th., 1966 At 9:30 A.M. # 10859

PAID IN FULL & SATISFIED, this 11 day of March 1969.

Southern Bank and Trust Company
Greenville, South Carolina

By Wm. W. Morrow
Witness Lois V. Gaillard

SATISFIED AND CANCELLED OF RECORD
17 DAY OF March 19 69
Oliver Farmworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 8:55 O'CLOCK A. M. NO. 21864