

NOV 3 1966

11595

REAL PROPERTY AGREEMENT

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BOOK 808 PAGE 552

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. Herby 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 Highland Township, Greenville County, State of South Carolina and being the same land conveyed to R. L. Lindsey by M. C. Howard and James Howard, recorded the 15th day of December A.D. 1898 in Book D, page 165, Also Book D, page 234, having the following metes and bounds and courses and distances. Beginning on a stone in the Old Greenville Road, and running thence with the Reese line N. 31-30 W. 1550 feet to a stone thence N. 39 30 W. 462 feet to a stake in the branch, thence up said branch to a stone thence N. 39-30W. 462 feet to a stake in the branch; thence up said branch S. 65 1/2 W. 206 feet to a bend in said branch; thence S30W 452 ft. to bend, thence S21W 356 ft to a bend, thence S10W 386 ft to a bend, thence S28W 515 ft to a bend, thence S. 15W 318 feet to a bend, thence S29W 394 ft to a bend, thence S.20W 170 ft to a bend, thence S6 1/2 W 127 ft to an iron pin, thence N.71E 110 ft to a bend in the ditch, thence N. 11 E. 90 ft to a bend, thence N. 26 1/2 E 201 ft to a bend, thence N22E 280 ft to a bend, thence N11 1/2 E 55 ft to a bend, thence N23 1/4 E. 83 ft to a stake in the fork of branch thence up said branch S60E 490 ft to a stake, thence S.4 1/2 E 807 ft to a stone S2 1/2 W 462 ft to a stone, thence S7 1/2 E 330 ft to a post oak, thence N32 1/2 E. 276 ft to a pine, thence N48E 596 Ft to a stake, thence S. 43 E. 500 ft to a stake in the Old Greenville Road, thence up said road N. 3 W 92 ft to a bend, thence N. 10 W 435 ft to a bend, thence N. 1/2 W. 318 ft to a bend, thence N. 5E 400 feet to a bend, thence N. 8 1/2 E. 197 ft to a stone the beginning corner containing (93.75) acres, more or less. Joined by lands belonging to Ruben Gosnell and Paul Carson. Estate Jack Dill and others.

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 Dan L. Moyd x J. A. Lindsey
Witness J. A. Hancock x Mary Lindsey
Dated at: Greenville November 1, 1966

State of South Carolina
County of Greenville
Personally appeared before me Den L. Moyd who, after being duly sworn, says that he saw the within named J. A. and Mary Lindsey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. A. Hancock witnesses the execution thereof.

Subscribed and sworn to before me this 1 day of November, 1966
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded November 3rd., 1966 At 9:30 A.M. # 11595

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that certain agreement entitled "Real Property Agreement" made by J. A. Lindsey & Mary Lindsey to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-1-1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-3-1966, Docket 808 at Page 552, has been terminated and the undertaking therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Frances Lawson
E. Parker Suther
By J. G. Hopke att. V. P.

SATISFIED AND CANCELLED OF RECORD
22 DAY OF Nov. 1968
Ollie Farnsworth