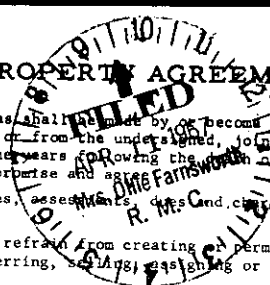


1.25 APR 11 1967

24406 REAL PROPERTY AGREEMENT

BOOK 817 PAGE 327



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 as follows:

- 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 lot of land with the buildings and improvements thereon, situate at the Southwest corner of the intersection of Townes Street and Finley Street, in the City of Greenville, in Greenville County, S. C., being shown as Lot 1 and a portion of Lot 2, Block J, on plat of Highland Terrace, made by W. J. Riddle, Surveyor, October 1936, recorded in the RMC Office for Greenville County, S.C. in Plat Book D, pages 238 and 239) also recorded in Plat Book K, pages 120, 121 and 122), and having according to said plats and a survey made by R. W. Dalton, October 19, 1961, the following metes and bounds, to wit: BEGINNING at an iron pin on the South side of Finley Street, at joint corner of Lots 1 and 3 of Block J, and runs thence along the South side of Finley Street, S. 71-50 E. 129.1 feet to an iron pin; thence with the curve of Finley Street and Townes Street (the chord being S. 30-25 E. 36.6 feet) to an iron pin on the West side of Townes Street; thence along the West side of Townes Street, S. 11-00 W. 60.4 feet to an iron pin in the front line of Lot 2; thence N. 73-58 W. 33.8 feet to an iron pin; thence N. 71-09 W. 66.5 feet to an iron pin; thence N. 11-00 E. 4.4 feet to an iron pin; thence N. 71-01 W. 63 feet to an iron pin; thence with the line of Lot 3, N. 18-10 E. 80 feet to the beginning corner.

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 [Signature] x Robert E. Maclay
Witness Kay C. Hill x Christine E. Maclay
Dated at: Greenville Christine E. Maclay
4-6-67
date

State of South Carolina

County of Greenville

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw

the within named Robert E. Maclay and Christine E. Maclay who, after being duly sworn, says that he saw
act and deed deliver the within written instrument of writing, and that deponent with Kay C. Hill
witnesses the execution thereof. (Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me

this 6th day of April, 1967

[Signature]
Notary Public, State of South Carolina

My Commission expires on the _____ day of _____, 19____

Recorded April 11th, 1967 At 9:30 A.M. # 24406

SC-75-R

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Robert E. & Christine E. Maclay to The Citizens and Southern National Bank of South Carolina, as 4-6 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 4-11 1967, Book 817 at Page 327 when terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Becky Lynn By M. F. Austin S. L. P.
Debbie Parker

SATISFIED AND CANCELLED OF RECORD

19 DAY OF Oct 1970
Allie Farnsworth