

1.25

MAY 22 1967

XXX X  
REAL PROPERTY AGREEMENT

BOOK 820 PAGE 151

28247

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 tract of land in Greenville County, Grove Township, State of South Carolina, containing 40.52 acres, more or less, according to plat made by J. Mac Richardson, in November 1948, recorded in Plat Book V at page 27, the following metes and bounds, to - wit:

BEGINNING at a stake at the old road leading from the OldBrigge Place on Saluda River to Grove Station and at the corner of the three acre tract conveyed to Foster and running thence N. 12 E 60 1/2 feet to the beginning of a ditch; thence down said ditch and branch as the line N. 12-50 E. 245 feet to bend; thence N. 2 E. 186 feet; thence N. 3-30 W. 318 feet to bend; Thence N. 6-20 W. 155 feet to bend; thence N. 25-10 W. 298 feet; thence N. 32-50 W. 695 feet to mouth of branch; thence down another branch S 80 W 132 feet to the bank of Saluda River; thence down the river as the line 1568 feet to small Sycamore on bank of river and in Old road leading to Grove Station; thence S 87-45 E. 59 feet; thence S. 65 E. 159 feet; thence S. 62-45 E. 221 feet to pine tree at corner of 2.48 acre tract sold to Morton; thence with line of Morton land, S 78. -30 E. 525.4 feet to stake; thence S. 53-30 E 341.2 feet to peach tree; thence S. 48 W 207.2 feet to stake; thence S. 39 E. 519.8 feet to stake at corner of property sold to Foster; thence with line of the Foster property N. 22 E 209 feet; thence continuing with the Foster line, N. 88-25 E. 330 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 Ellen R. Parker x Palmer D. Cooper  
Witness Margaret H. Buckhiester x Anne L. Cooper

Dated at: Piedmont, S. C. May 19, 1967  
Date

State of South Carolina

County of Greenville

Personally appeared before me Margaret H. Buckhiester who, after being duly sworn, says that he saw the within named Palmer D. Cooper and Anne L. Cooper sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ellen R. Parker witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of May, 19 67 Margaret H. Buckhiester (Witness sign here)

Charles J. Lusk  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Recorded May 22nd., 1967 At 9:15 A.M. # 28247

*Paid and satisfied this 25th day of April 1969.  
Southern Bank & Trust Co.  
Piedmont S.C.  
Wm. H. Morrow  
Witness Minnie Dyal*

SATISFIED AND CANCELLED OF RECORD  
28 DAY OF April 1969  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:15 O'CLOCK A M. NO. 25691