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28262

REAL PROPERTY AGREEMENT

BOOK 820 PAGE 152

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 Bates Twp. Greenville County, State of South Carolina, containing two and 47/100 acres, more or less, bounded on the east by Shelton Road and Jack Shelton's lot; on the north and west by other land of Grantor; on the south by Blue Ridge Road and other land of Grantor and having the following Metes and Bounds:

Beginning at an iron spike at the intersection of Blue Ridge Road and Shelton Road and running thence along center of Shelton Road N. 50-33 E 257 feet to corner of Jack Shelton's lot; thence along Shelton's line N. zero deg. 15 min. E 250 feet to an iron pipe, located 42.8 feet south of Shelton's lot corner; thence S. 77-38 W. 288 feet to iron pipe; thence S. 1823 W 330 feet over iron pin on R.O.W. line of road to a spike in center of Blue Ridge Road; thence S. 78-27 E. 189.7 feet to 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 Betty W. Pope x Robert R. Merrill

Witness Allene E. Ray x

Dated at: Greenville S.C. 4-13-67
Date

State of South Carolina

County of Spartanburg

Personally appeared before me Betty W. Pope (Witness) who, after being duly sworn, says that he saw the within named Robert R. Merrill (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Allene E. Ray (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 13 day of April, 1967 Betty W. Pope (Witness sign here)

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

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Recorded May 22nd, 1967 at 9:15 A.M. #28262

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 14 PAGE 795

~~SATISFIED~~ AND CANCELLED OF RECORD
26 DAY OF March 1973
Bonnie S Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:54 O'CLOCK 2 A.M. NO. 27023