

29169
MAY 31 1967

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REAL PROPERTY AGREEMENT

BOOK 820 PAGE 584

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. 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

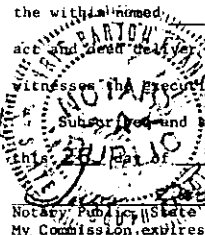
Greenville, State of South Carolina, described as follows: All that certain piece, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 73 as shown on a plat prepared by Piedmont Engineering Service dated July 15, 1953 entitled "Section Two, Stone Lake Heights", being recorded in the R.M.C. office for Greenville County in Plat Book W. at page 87, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southeastern side of Lake Forest Drive at the joint front corner of Lots Nos. 72 and 73, and running thence with the line of Lot No. 72, S. 50-41 E. 170 feet to an iron pin on the subdivision property line; thence with the subdivision property line, N. 39-19 E. 100 feet to an iron pin at the joint rear corner of Lots Nos. 73 and 74; thence with the line of Lot No. 74, N. 50-41 W. 170 feet to an iron pin on the southeastern side of Lake Forest Drive; thence with the southeastern side of Lake Forest Drive, S. 39-19 W. 100 feet to the point of beginning; being the same property conveyed to me by Allister G. Smith by deed dated March 2, 1961 and recorded in the R.M.C. office for Greenville County in Deed Book 669, at page 189.

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 Bobby J. Nelson x Henry G. Batson
 Witness Rosa N. Patterson x Patsy C. Batson
 Dated at: Greenville 5-26-67

State of South Carolina
 County of Greenville
 Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named, Henry G. and Patsy C. Batson sign, seal, and as their act and deed, the within written instrument of writing, and that deponent with Rosa N. Patterson witnesses the execution thereof.



Subscribed and sworn to before me this 26th day of MAY, 1967
Bobby J. Nelson
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded May 31st., 1967 At 9:30 A.M. # 29169

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 Mary G. & Patsy C. Batson to The Citizens and Southern National Bank of South Carolina, as recorded 5-26 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on May 31 1967, No. 820 of Page 584, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
 Witness Becky Lynn By J. William Hughes J.L.B.
Francis Lawson