

MAY 31 1967  
29195

REAL PROPERTY AGREEMENT

BOOK 820 PAGE 589

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, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Chipwood Lane, in Austin Township, being shown as a part of Lots Nos. 16 and 17 on plat of Green Hills, recorded in Plat Book HH at page 189 in the R. M. C. Office for Greenville County, and being more particularly described by metes and bounds, as follows:

BEGINNING at an iron pin on the northern side of Chipwood Lane, in the front line of Lot 17, at the corner of lot heretofore conveyed to Herbert Nodine and Evelyn K. Nodine by deed, recorded in Deed Book 653 at page 370, and running thence with line of said Lot N. 15-46 E. 172.4 feet, more or less, to point in branch; feet and N. 47-55 W. 56.4 feet to pin in rear line of Lot 16, at corner of lot now or formerly owned by C. E. and Virginia Compton; thence with line of said Lot S. 29-58 W. 165 feet, more or less, to iron pin on the northern side of said lane S. 58-02 E. 33 feet to pin; thence continuing S. 60-54 E. 101.5 feet to the point of beginning.

Being the same property conveyed to the mortgagor by Belle W. Green and Maribelle G. Green by deed to be recorded herewith.

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 Austin L. Owens  
Witness Frances Lawson x Marjorie B. Owens

Dated at: Greenville May 26, 1967  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Marion E. Austin who, after being duly sworn, says that he saw the within named Austin L. Owens and Marjorie B. Owens sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me  
this 26th day of May, 1967 [Signature]  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R Recorded May 31st., 1967 At 9:30 A.M. # 29195

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 Austin L. Owens & Marjorie B. Owens to The Citizens and Southern National Bank of South Carolina, as Bank, dated 5-26 1967 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 5-31 1967, Docket 820 at Page 589, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson By George W. Lewis  
G. Parker Suttler

SATISFIED AND CANCELLED OF RECORD  
21 DAY OF Jan 1967  
Oliver Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A. M. NO. 17179