

JUN 26 1967

31 REAL PROPERTY AGREEMENT

BOOK 822 PAGE 344

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...

- 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...
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows: All that certain piece of lot or land, with the buildings and improvements thereon, lying and being on the northeasterly side of Bayne Drive, near the City of Greenville, SC, being designated as Lot No. 30 on the revised plat of View Point Place...

Beginning at an iron pin on the northeasterly side of Bayne Drive, at a point 305 feet southeast of the easterly corner of the intersection of Bayne Drive and View Point Place, said pin being the joint front corner of Lots 30 and 31, and running thence along the joint line of said lots N 46-50 E 150 feet to an iron pin in the line of Lot 25; thence along the line of Lot 25 S 43-10 E 32.2 feet to an iron pin, corner of Lots 25, 27 and 30; thence with the line of Lot 27 S 18-40 E 39 feet to an iron pin, corner of Lots 27, 28 and 30; thence with the line of Lots 28 and 29 S 39-32 W 134.9 feet to an iron pin on the northeasterly side of Bayne Drive; thence along the northeasterly side of Bayne Drive N 43-10 W 85 feet to the point of beginning.

This is one of the lots conveyed to the grantor by the deed recorded in Deed Book 592, page 506

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...

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.

Witness Bobby J. Nelson x Jeanette M. Cole
Witness Emma J. Clayton x T. Earl Cole Jr.
Dated at: Greenville, S.C. 6-22-67

State of South Carolina

County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the withinhabed Jeanette M. Cole and T. Earl Cole, Jr. sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Emma J. Clayton witnesses the execution thereof.

Subscribed and sworn to before me this 22nd day of June, 1967. Bobby J. Nelson (Notary sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor

SC-75-R Recorded June 26, 1967 At 9:30 A.M. # 31

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 Jeanette M. Cole and T. Earl Cole, Jr. to The Citizens and Southern National Bank of South Carolina, as recorded 6/24 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 6/26 1967, Docket 822 at Page 344, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Francis Lawson By George W. Laird John W. Hughes