

For Termination of Real Property Agreement See Deed Book 840 Page 126

1.25 JUL 11 1967

REAL PROPERTY AGREEMENT

BOOK 823 PAGE 220

1386

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: Book 805, Page 113

All that lot of land in Greenville County, State of South Carolina, on the southern side of Old Spartanburg Road, near the City of Greenville, being shown as Lot 12 on a plat of Spring Forest, recorded in Plat Book XX at Page 126, and Described as follows:

BEGINNING at an iron pin on the southern side of Old Spartanburg Road, corner of Lot 13, and running thence with the southern side of said Road N. 86-41 E. 125 feet to iron pin at corner of Lot 11; thence with line of said Lot S. 4-21 W. 174.7 feet to iron pin in Line of Lot 30; thence with line of said lot S. 82-37 W. 90 feet to iron pin at corner of Lot 13; thence with line of said lot N 7-08 W. 180 feet to the beginning corner.

This deed is conveyed subject to restrictions recorded in Deed Book 730 at Page 269 in the R.M.C. Office for Greenville County.



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 Charles D. Stilwell x Jimmy E. Jones

Witness William L. Pherigo x Constance M. Jones

Dated at: Greenville South Carolina JUL 5th, 1967

State of South Carolina

County of Greenville

Personally appeared before me Charles D. Stilwell who, after being duly sworn, says that he saw the within named Jimmy E. Jones and Constance M. Jones sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with XXXXXXXXXX William L. Pherigo

witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 5th day of July, 1967

Charles D. Stilwell (Witness sign here)

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

sc-75-R Recorded July 11, 1967 At 9:30 A.M. # 1386