

5364
AUG 18 1967
XXX
REAL PROPERTY AGREEMENT
BOOK 826 PAGE 306

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 State of South Carolina, County of Greenville, in Gantt Township, near the City of Greenville, being known and designated as Lot No. 10 of a subdivision of the property of J. H. Mauldin as shown on plat thereof prepared by C. C. Jones & Associates, Engineers, August, 1955 and recorded in the R.M.C. Office for Greenville County in Plat Book 11, at page 197, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the east side of the Old Augusta Road at the joint front corner of Lots Nos. 9 and 10, and running thence along the east side of the Old Augusta Road, S. 0-15 E. 75 feet to an iron pin at the joint front corner of Lots Nos 10 and 11; Thence along the joint line of said lots; ~~XXX~~ thence N. 8-58 E 60 Feet to an iron pin at the joint rear corner of lots Nos. 9 and 10; thence along the joint line of said lots, N.85-40 W 132 feet to the beginning corner; being a portion of the property conveyed to Wilhelmina E. Goudlock by J. H. Mauldin by deed dated December 22, 1955 and recorded in the RMC office for Greenville County in Vol. 542 at page 357

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 Clinton M. Ballou x Wilhelmina H. Goudlock

Witness Ralph S. Morgan x James D. Goudlock Jr

Dated at: Greenville 8-18-67
Date

State of South Carolina
County of Greenville

Personally appeared before me Clinton M. Ballou who, after being duly sworn, says that he saw the within named Wilhelmina H. Goudlock & James D. Goudlock sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ralph S. Morgan witnesses the execution thereof.

Subscribed and sworn to before me this 18th day of August, 1967

Howard H. [Signature]
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Clinton M. Ballou
(Witness sign here)

Recorded August 18th., 1967 At 9:30 A.M. # 5364

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 Wilhelmina H. & James D. Goudlock to The Citizens and Southern National Bank of South Carolina, as bank, dated Aug. 16 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina Aug. 18 1967, Book 826 at Page 306, has been terminated and the obligations therein described discharged.

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