

NOV 1 1967

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REAL PROPERTY AGREEMENT

BOOK 831 PAGE 639

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 at the Southeastern corner of the intersection of Dundee Lane and Kensington Road, in Paris Mtn. Township, near the City of Greenville, County of Greenville, State of South Carolina, being known & designated as Lot #21 of subdivision known as Stratford Forest, and having according to plat of said subdivision prepared by Piedmont Engineering Service, dated Feb. 25, 1957, & recorded in RMC Office for Greenville County, S.C., in Plat Book KK at page 89, the following metes and bounds: BEGINNING at iron pin on the Southern side of Kensington Rd at the joint front corner of Lots # 20 & 21 & running thence with line of Lot # 20S 44-50 E. 373.2 ft to an iron pin at joint rear corner of Lots # 21 & 22; thence with the line of Lot # 22 S85-25W. 321.7 ft to an iron pin on the Eastern side of Dundee Lane; thence with Eastern side of Dundee Lane N. 8-26W. 100ft to iron pin; thence continuing with Eastern side of Dundee Lane N. 22-01 W. 120 ft to an iron pin; thence with curve of intersection of Dundee Lane & Kensington Rd., the chord of which is N. 20-56 E. 36.8 feet to iron pin; thence with Southern side of Kensington Road N. 59-12 E. 125 ft to point of beginning.

This is portion of property conveyed to the grantor herein by deed of Furman University, dated November 13, 1956, and recorded in the R. M. C. Office for Greenville County, South Carolina in Deed Book 567 at page 397.

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 Donald H. Clanton  
Donald H. Clanton

Witness Frances Lawson x Doris D. Clanton  
Doris D. Clanton

Dated at: Greenville Nov 30, 1967  
Date

State of South Carolina

County of Greenville

Personally appeared before me Donald H. Clanton & Doris D. Clanton who, after being duly sworn, says that he saw the within named Donald H. Clanton & Doris D. Clanton sign, seal, and as their act and deed Frances Lawson written instrument of writing, and that deponent with Frances Lawson witnesses, [Signature] (Witness)

Subscribed and sworn to before me this 30th day of November, 1967 [Signature] (Witness sign here)

Notary Public, State of South Carolina  
My Commission Expires January 1, 1971

Recorded November 1st, 1967 at 9:30 A.M. #12679

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 Donald H. Clanton & Doris D. Clanton to The Citizens and Southern National Bank of South Carolina, as recorded on 10-30 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-1 1967, Book 831 at Page 639, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson  
Dorise Parker By J. Clarence Hopke att. V.P.

SATISFIED AND CANCELLED OF RECORD  
14 DAY OF Dec. 1970

Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 11:00 O'CLOCK A M. NO. 13886