

1.25

APR 26 1968

27868 XXXX

REAL PROPERTY AGREEMENT

BOOK 843 PAGE 4

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. Herby 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, Chick Springs Township, located near Pleasant Grove Baptist Church and south therefrom, bounded on the east and south by a new street, being all of Lot No. 31 on a plat of property made for the J. M. Mattox Estate by H. S. Brockman, surveyor, dated November 6, 1952, amended February 25, 1956, and recorded in the R.M.C. Office for Greenville County in Plat Book JJ, Page 127 and having the following courses and distances:

Beginning on a stake in the west side of a new street, joint corner of Lots Nos. 29 & 31 on said plat and running thence along the western margin of street south 48.40, west .60 feet to a stake. Thence with the margin of street curving westerly "the cord of which is in 78.50 west" 86.8 feet to a stake. Thence with the northern margin of said street north 41.16, west 124 feet to a stake corner of Lots Nos. 30 & 31. Thence north 48.40, east 100 feet to a stake. Thence south 41.20, east 200 feet to the beginning corner. This is the same property conveyed to Bobby Leon Painter by Albert L. Smith by deed recorded in Deed Book: 568, Page 447, 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 Patsy P. Hunt x Bobby L. Painter  
 Witness Lily F. Gorenflo x Shelba J. Painter

Dated at: \_\_\_\_\_ Date \_\_\_\_\_

State of South Carolina  
County of Greenville

Personally appeared before me Patsy P. Hunt (Witness) who, after being duly sworn, says that he saw the within named Bobby L. Painter and Shelba J. Painter (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lily F. Gorenflo (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 22nd day of April, 1968  
Patsy P. Hunt (Witness sign here)

Jerry A. Colwell  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor.  
Recorded April 26, 1968 At 9:30 A.M. # 27868

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 Bobby L. Painter & Shelba J. Painter to The Citizens and Southern National Bank of South Carolina, as Bank, dated April 22 1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on April 26 1968 Do. No. 843 at Page 4, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Francis G. Lawson By M. F. Austin J. L. O.  
Debbie Parker

SATISFIED AND CANCELLED OF RECORD  
6 OF May 1971  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:30 O'CLOCK A M. NO. 26219