

MAY 14 1968

29371 REAL PROPERTY AGREEMENT

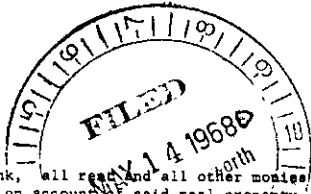
BOOK 844 PAGE 96

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 piece, parcel or tract of land lying, being and situate on the South side of Peters creek in Greenville County, South Carolina, and containing 20.44 Acres, more or less: beginning at an iron pin on Peters Creek and running thence S. 1-21 W. 1072 feet to an iron pin; thence S. 1-46 W. 145 feet to P.O., thence S. 83-55W. 379.5 ft. to Stake, thence N. 12-23 W. 1470 ft. to Stake on Peters Creek, thence down and with the meanderings of said creek N.79-30 E.553 ft. to the beginning point, bounded on the North by lands now or formerly owned by I.A. Towler Estate, on East by lands now or formerly owned by Leonard Ford and by the below described lot, on South by lands now formerly owned by C.F. Verdin, and on the West by lands now or formerly owned by C.F. Verdin. This being the same property, which was conveyed to grantor herein by D.B. Verdin by deed duly recorded in the P.M.C. Office for Greenville County in Deed Book 296, page 39. For a more particular description see plot prepared by W.I. Riddle dated Dec. 10, 1936.



and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rents 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 E. Parker Suttler x Margaret Clem

Witness Francis Lawson x Harry W. Young  
Greenville, S.C. May 2, 1968 Juanita C. Knight

State of South Carolina

County of Greenville

Personally appeared before me E. Parker Suttler who, after being duly sworn, says that he saw

the within named Harry W. Young and Juanita C. Knight (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Francis Lawson (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of May, 1968 E. Parker Suttler (Witness sign here).

Shirley Williams Notary Public, State of South Carolina My Commission expires at the will of the Governor Recorded May 14, 1968 At 9:30 A.M. # 29371

SC-75-R

5-1-78

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 Harry W. Young and Juanita C. Knight to The Citizens and Southern National Bank of South Carolina, as Bank dated May 2, 1968 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina on May 14, 1968 Book 844 at page 96, has been terminated and the undersigned herein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Francis Lawson By E. Parker Suttler Inst. Loan Officer  
Shirley Williams

SATISFIED AND CANCELLED OF RECORD  
10 DAY OF Feb. 1969  
Oliver Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A. M. NO. 18864