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REAL PROPERTY AGREEMENT

BOOK 854 PAGE 11

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 lot of land situate in the County of Greenville, near the City of Greenville, State of South Carolina with the improvements thereon, being known as the property of Luther Head according to plat made by Carolina Engineering and Surveying Co. dated May 20, 1955 and recorded in the P.L.C. Office for Greenville County in Plat Book II at Page 11-1, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of McClain Avenue, which iron pin is situate 250 feet south of the intersection of McClain Avenue and Welcome Avenue and running thence N 75-0 E, 175 ft. to an iron pin: thence S 15-0 E, 70 ft to an iron pin: thence S 75-0 W, 175 ft to an iron pin on the eastern side of McClain Avenue: thence with said Avenue, N 15-0 W, 70 ft. to the point of beginning.

and hereby irrevocably authorized 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 Francis Lawson x Luther Head

Witness Francis Lawson x Elizabeth Head

Dated at: Greenville, S.C. 10-8-68  
Date

State of South Carolina  
County of Greenville

Personally appeared before me E. Parker Suttle who, after being duly sworn, says that he saw the within named Luther Head, Elizabeth Head (Witness) (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 8 day of October, 1968 Francis Lawson (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor My Commission Expires 1/1/1971

SC-75-R Recorded October 11th, 1968 at 9:45 A.M. #8883

Real Property Agreement  
FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 10 PAGE 369

SATISFIED AND CANCELLED OF RECORD  
20-20 DAY OF Sept, 1972  
Elizabeth Head  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 12:45 O'CLOCK P. M. NO. 8504