② 1.25 JAN 31 1969 18077 XXXX

REAL PROPERTY AGREEMENT

BOOK 861 PAGE 267

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 lot of land situate, lying, and being in Paris Mt. Township, Berea Section, Greenville County, S.C., located on the south side of Leland Cir. and being a part of Lot#7 as designated on plat of property of H.G. Cunningham prepared March 3, 1965, by J.C. Hill, Surveyor, and having according to said plat the following metes and bounds to wit:
BEGINNING at a point on the south side of Leland Cir. ~~and Hunts Bridge Rd which point~~ 379.2 ft. in a westerly direction from the intersection of Leland Cr. and Hunts Bridge Rd, which point is the joint front corner of Lots 6 & 7 and running thence S.40-05 E 189.8 ft; thence S. 25-00 E70.9 ft; thence S.65-50 W. 33 feet to a point on the Cunningham property; thence N. 49-08W. 266.6 ft to a point on the south side of Leland Cir; thence N.59-48 E 79.3 ft to point of beginning. This being a portion of property conveyed to H.G. Cunningham by deed of H. C. Hodges recorded in Deed Book 768, page 574, Greenville County Courthouse, South Carolina.

All that certain piece, parcel or lot of land being located in the County of Greenville, State of South Carolina, and being more particularly described by metes and bounds as follows:
BEGINNING at a point on Leland Cir. and extending N. 60 E. 204.2 ft hence 162 ft. S. 16-40 E; hence 48 ft. N. 65-50 E.; hence 75 ft S. 5-15 E; hence 33 feet N. 65-50 E. hence 70.9 feet N. 25 W; hence 198.8 feet N. 45.05 W. to point of beginning.

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 J. Clarence Hoyle x Wm. Shedd

Witness Frances Lawson x Janette G. Shedd

Dated at: January 30, 1969 Greenville
Date

State of South Carolina

County of Greenville

Personally appeared before me J. Clarence Hoyle (Witness) who, after being duly sworn, says that he saw the within named W. D. Shedd & Jeanette G. Shedd (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 30 day of January, 1969

J. Clarence Hoyle (Witness sign here)

Joanne R. Weaver
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
5-1-78

SC-75-R

Recorded January 31, 1969 At 9:00 A.M. # 18077

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 1 PAGE 536

SATISFIED AND CANCELLED OF RECORD
3 DAY OF Aug 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:45 O'CLOCK P M. NO. 3527