

FEB 4 1969

18371 XXXX  
REAL PROPERTY AGREEMENT

BOOK 861 PAGE 405

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 in Oaklawn Township, Greenville County, S.C., on Fork Shoals Rd. and Pelzer Rd., containing 36.4 acres, more or less, and having, according to a plat thereof prepared by Pickell & Pickell, Engineers dated Jan. 24, 1967, and recorded in RMC Office for the County and State aforesaid in Plat Book Q, page 157.

The above described tract of land is bounded on the North and Northwest by Pelzer Rd. and property of others; on South and Southeast by property of Giles D. Chandler; and on the Southwest by Fork Shoals Rd. Said tract of land is same property conveyed to Claude Chandler by J.A. Chandler by deed dated March 1, 1947, recorded March 8, 1947, in RMC Office for Greenville County in Deed Book 308, page 394, and is portion of property conveyed to J.A. Chandler from H. D. Reynolds by deed recorded in said office on February 6, 1909, in Deed Book Volume ZZZ, page 639 from William Kellitt by deed recorded in said office on Feb. 18, 1910, in Deed Book 5, page 688 and from Anita Earle Davis by deed recorded in said Office on Jan. 30, 1914, in Deed Book 28, page 96.

All that certin tract of land containing 65 acres more or less in Oaklawn Township, County and State aforesaid on the eastern side of Fork Sheals Rd bounded on the north by Tract # 1 on the east by Reedy Fork Creek on the south by lands of Ruby A. Parker and Wilma R. Gualt and on the west by Fork Shoals Road, said tract of land is more particularly described according to a plat of surveyer Pickel and Pickel Engineers dated January 24, 1946, which plat is recorded in the R. M. C. Office of the County and state afroesaid in Plat Book Q at page 157 and by reference incorporated as a part of this description.

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 Hopke X J. F. Bruner

Witness Francis Lawson X Marlyn F. Bruner

Dated at: Greenville Date

State of South Carolina  
County of Greenville

Personally appeared before me J. Clarence Hopke who, after being duly sworn, says that he saw the within named J. F. Bruner & Marlyn Bruner (Borrowers) sign, seal, and as their acknowledged debt, the within written instrument of writing, and that deponent with Francis Lawson (Witness) attests the execution thereof.

Subscribed and sworn to before me  
this 3rd day of Jan, 1969  
J. Clarence Hopke  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
SC-75-R  
5-1-78

Recorded February 4, 1969 At 9:15 A.M. # 18371

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 J. F. & Marlyn F. Bruner to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-31 1969, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, 2-4 1969, Book 861 at Page 405, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Dianna R. Weaver By J. Clarence Hopke  
M. F. Austin Asst. Vice Pres.

SATISFIED AND CANCELLED OF RECORD

7 DAY OF Jan. 1970  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.