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AUG 12 1970  
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REAL PROPERTY AGREEMENT

VOL 896 PAGE 109

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 certain piece, parcel or lot of land, with the buildings and improvements thereon, on the northwestern corner of Providence Square and Port Royal Drive, near the City of Greenville, S. C., being shown as Lot 45 on plat of Section Two of Pelham Estates, recorded in the RMC Office for Greenville County, S. C. in Plat Book PPP, at page 119, and more fully described as follows:

BEGINNING at an iron pin on the northwestern corner of Providence Square and Port Royal Drive, and running thence with the western side of Port Royal Drive N 13-00 E 90.8 feet to a point and N 17-03 E. 59 feet to an iron pin at corner of Lot 44; thence with the line of said lot N 73-39 W 178.29 feet to an iron pin at corner of Lot 34; thence with line of said lot S 17-56 W 185.1 feet to an iron pin on Providence Square; thence with the northern side of said Square S 76-48 E. 164.7 feet to an iron pin at corner of Port Royal Drive; thence with the curve of the intersection, the chord of which is N 58-06 E. 35.3 feet to the beginning corner.

This conveyance is subject to all restrictions, setback lines, roadways, easements and right-of-way, if any, affecting the above described property.

August 3, 1970

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 [Signature] x x Ray W. Suminski  
 Witness Debbie Parker x x Robert C. Suminski

Dated at: Greenville 8-11-70  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Marion J. Austin who, after being duly sworn, says that he saw the within named Ray W. & Ruth C. Suminski (Witnesses) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Debbie Parker (Borrowers) (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 11th day of Aug, 1970  
[Signature] (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

1-05-175 MY COMMISSION EXPIRES DECEMBER 3, 1979 Recorded August 12, 1970 At 3:30 P.M. # 3536

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 18 PAGE 704

SATISFIED AND CANCELLED OF RECORD  
7 DAY OF Sept. 1973  
Hannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:45 O'CLOCK 2 P. M. NO. 7065