

The Citizens and Southern National Bank of South Carolina

Witness Debbie Parker  
Frances Lawson

By A. J. Austin L.L.O.

SEP 17 1970  
M.C.

6678  
REAL PROPERTY AGREEMENT

VOL 898 PAGE 520

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 in the County of Greenville, State of South Carolina, on the eastern side of Overton Avenue being shown as Lot 13 on plat entitled Cedar Vale recorded in Plat Book 000, at Page 13, in the RMC Office for Greenville County and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the eastern side of Overton Avenue at the joint front corner of Lot 14 and running thence with line of Lot 14, S 70-47 E. 175 feet to an iron pin; thence N. 1913 E. 100 feet to an iron pin at the rear corner of Lot 12; thence with line of Lot 12 N. 70-47 W. 175 feet; thence with the eastern side of Overton Avenue S. 19-13 W. 100 feet to the beginning corner.

This conveyance is made subject to protective covenants, easements and rights-of-way of record.

This is the same property conveyed to the grantor herein by deed dated May 2, 1969, recorded in the RMC Office for Greenville County in Deed Book 867, at Page 23.

to satisfy all debts, duties and direct obligations, escrow holders and others to pay to Bank, all rent and all other monies whatsoever now due or hereafter becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, or attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to collect and receive all rents, drafts and other instruments received in payment of, and to receive, receipt for and to endorse pay to, or to 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 in 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, and at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining 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 shall 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 Don B. Dillard x x Thompson R. Floue  
Witness Barbara B. Phillips x Arnes J. R. Floue

Dated at: Greenville 9-14-70  
Date

State of South Carolina

County of Greenville

Personally appeared before me Don B. Dillard who, after being duly sworn, says that he saw  
the within named Tom R. Floue and Betty Floue sign, seal, and as their  
(Witness) (Borrower)  
act and deed deliver the within written instrument of writing, and that deponent with Barbara B. Phillips  
witnesses the execution thereof. (Witness)

Subscribed and sworn to before me

this 10 day of Sept., 1970

Don B. Dillard  
(Witness sign here)

Myra L. D. Dillard  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
sc-75 MY COMMISSION EXPIRES DECEMBER 3, 1979

Recorded September 17, 1970 At 3:30 P.M. # 6678

SATISFIED AND CANCELLED OF RECORD  
17 DAY OF June 1971  
Oliver Larnsworth  
R. M. C. FOR GREENVILLE COUNTY, S.C.  
AT 12:15 O'CLOCK P M. NO. 30607