

OCT 14 1970

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REAL PROPERTY AGREEMENT

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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 all improvements thereon, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in O'Neal Township, about four miles northwest from Greer, near Jubilee Colored Church, lying on the northern side of the Rutherford Road, and being a part of the same land that was conveyed to Butler Greer by deed recorded in the Office of the R.M.C. for Greenville County in Deed Book 327 at page 439, and having the following courses and distances, to-wit:

BEGINNING on an iron pin on the northern side of the said road, corner of Lot No. 1 (in a subdivision of Lots 20 and 21 on plat of subdivision of the J. B. Brookshire Estate), and runs thence with the northern side of the said road, S. 54-45 W. 125 feet, joint corner of Lots land 2; thence continuing with the northern side of the said road, S. 64-23 W. 100 feet to an iron pin, joint corner of Lots 2 and 3; thence with the common line of Lots 2 and 3, N. 23-00 W. 217 feet to an iron pin; thence N. 62-49 E. 109 feet to an iron pin on the line of Lot No. 5 as shown on the Brookshire plat; thence with the said line, S. 61-30 E. 240 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same lot of land conveyed to me by Butler Greer by his deed dated August 15, 1949.

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 Charles H. Welch x Oliver N. Greer and Mildred F. Greer

Witness Jody Campbell x Jody Campbell

Dated at: Greer, South Carolina Oct. 12, 1970  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Charles H. Welch who, after being duly sworn, says that he saw the within named Oliver N. Greer and Mildred F. Greer sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jody Campbell witnesses the execution thereof.  
(Witness)  
(Borrowers)  
(Witness)

Subscribed and sworn to before me  
this 12th day of October, 1970 Charles H. Welch  
(Witness sign here)

Patricia P. Hunt  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

50-75 Recorded October 14th, 1970 at 3:15 P. M. #8953

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 Oliver N. Greer & Mildred F. Greer to The Citizens and Southern National Bank of South Carolina, as Bank, dated 10-12-1970 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina on 10/14/1970 Book 899 at Page 642, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness J. William Hughes By M. F. Austin S. L. O.  
Buckie Parker