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DEC 28 1970

14919

REAL PROPERTY AGREEMENT

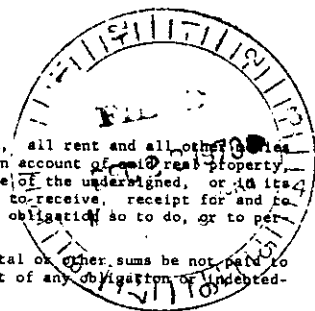
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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such 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, lying and being at the southerly corner of East Stone Avenue and Rowley Street, in the City of Greenville, S. C., and having according to a survey made by Piedmont Engineers and Architects entitled "Wallace Car Wash", dated October 13, 1964, the following metes and bounds, to wit:

Beginning at an iron pin at the southerly corner of the intersection of East Stone Avenue and Rowley Street, and running thence along the southerly side of East Stone Avenue S 71-50 E 110 feet to an iron pin; thence S 20-05 W 175 feet to an iron pin; thence N 71-50 W 110 feet to an iron pin on the easterly side of Rowley Street; thence along said Rowley Street N 20-05 W 175 feet to the intersection of said Street and Stone Avenue, the point of beginning.



and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other sums whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of any 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 of 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 Wally's Car Wash, Inc.

Witness Joan C. Turner x Richard C. Bountine, Pres.

Dated at: December 23, 1970 Greenville, S. C. 12-23-70

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 Wally's Car Wash, Inc. sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Joan C. Turner witnesses the execution thereof.

Subscribed and sworn to before me this 23 day of December, 1970
Patricia S. House (Witness sign here)
Notary Public, State of South Carolina

My Commission Expires 3-12-79
1-05-175

Recorded December 28, 1970 At 3:15' P.M. # 14919

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 16 PAGE 350

SATISFIED AND CANCELLED OF RECORD
24 DAY OF May 1973
Annies Jankersley
A. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:14 O'CLOCK 2 P. M. NO. 33639