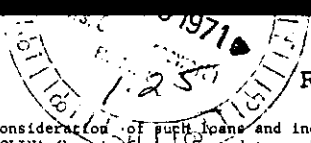


OR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 17 PAGE 316

Donnie S. Tankersley, S. C. R. M. C. FOR GREENVILLE AT 4:30 O'CLOCK P. M. NO. 155



MAR 29 1971

22469

VOL 911 PAGE 434

REAL PROPERTY AGREEMENT

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

All that piece, parcel or tract of land lying being and situate about three miles northwest from the town of Woodruff and on the northeast side of the road which leads from or near Fergusons Trestle to State Highway 101 in Woodruff School District, County and State aforesaid and counting ten and 25/100 acres more or less; beginning at a stake in center of said road, joint corner of the tract being conveyed by me this date to my sone L. B. McElrath and running then from said stake N. 35-45 E. 1240.5 feet to an iron pin on the Pearl Pearson McLaughlin property line, thence with said property line 5.6 W. 1100 feet to stone, X thence S5.8 W. 342 feet to a stake in the center of said road S. 50-10 E. 343 feet to the beginning point. Bounded by said road by lands being conveyed by grantor herein this date to L. B. McElrath and by lands now or formerly owned by Pearl Pearson McLaughlin. This being a part of the property which was conveyed to grantor herein by Tuto Alexander McElrath by deed recorded in the RMC Office for said vounty in deed Book 100 page 67 for a more particular description see said plat prepared by H. S. Brockman registered Surveyor dated March 23, 1950 and which plat will be recorded forthwith is said M. R M C Office

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 Debbie Parker x Howard McElrath
Witness Sandra McGaha x Mrs. Oreaatha McElrath

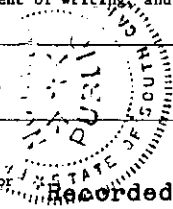
Dated at: Greenville 3-22-71 Date

State of South Carolina

County of Greenville

Personally appeared before me Debbie Parker who, after being duly sworn, says that he saw the within named Howard McElrath and Oreaatha McElrath sign, seal, and as their act and deed deliver the within written instrument of writings, and that deponent with Sandy McGaha witnesses the execution thereof.

Subscribed and sworn to before me this 22nd day of March, 1971. Dennis M. Humber Notary Public, State of South Carolina My Commission expires at the will of the Governor.



Debbie Parker (Witness sign here)

Recorded March 29th, 1971 at 4:30 P. M. #22469