

RECORDING OFFICE  
JUL 16 1971  
Mrs. Ollie Farnsworth  
R. M. C.

1645 JUL 16 1971  
REAL PROPERTY AGREEMENT

VOL 920 PAGE 475

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, lying and being at the westerly intersection of Red Fox Trail and Castleton Way being known and designated as Lot No. 68 on plat entitled Foxcroft, Section I, as recorded in the RMC Office for Greenville County, S.C. in the Plat Book 4F, pages 2, 3 and 4 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwesterly side of Castleton way, said pin being the joint front corner of Lots Nos. 63 and 68 and running thence with the common line of said Lots S 86-11 W 150 feet to an iron pin, the joint rear corner of Lots Nos. 67 and 68; thence with the common line of said Lots S 3-49 E 150.3 feet to an iron pin on the northerly side of Red Fox Trail S 83-42 E 128.7 feet to an iron pin and the intersection of Red Fox Trail and Castleton Way; thence N 51-59 E 28.1 feet to an iron pin on the southwesterly side of Castleton Way; thence with Castleton way N 3-49 W 157.3 feet to an iron pin, 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 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 Alwina T. Hallyburton x John R. Hefner  
Witness Elizabeth G. Jones x Doris R. Hefner

Dated at: Greenville, South Carolina 7-15-71  
date

State of South Carolina  
County of Greenville

Personally appeared before me Alwina T. Hallyburton who, after being duly sworn, says that he saw the within named John R. Hefner and Doris R. Hefner sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth G. Jones witnesses the execution thereof.

Subscribed and sworn to before me  
this 15 day of July, 1971  
Alwina T. Hallyburton  
(Witness sign here)

Patricia L. Lewis  
Notary Public, State of South Carolina  
My Commission Expires \_\_\_\_\_  
SC-75  
3-12-79

Real Property Agreement Recorded July 16th, 1971  
at 10:45 A. M. #1645

SATISFIED AND CANCELLED OF RECORD  
24 DAY OF March 1975  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:00 O'CLOCK P. M. NO. 21949

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 29 PAGE 205