

JAN 5 1972

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Office Farnsworth  
R. M. C.

18373

REAL PROPERTY AGREEMENT

VOL 933 PAGE 232

1.25

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, with buildings and improvements thereon, situate, lying and being in Greenville Township, Greenville County, State of South Carolina, being a part of what was formerly known as Riverside Lands; said lot being known and designated on plat thereof made by Carter & Pringle, Surveyors, recorded in the R.M.C. Office for Greenville County and being known as Lot No. 7, Block Z, fronting 50 feet on Highlawn Avenue and having a depth of 125 feet to an alley.

ALSO: All that piece, parcel or lot of land in the County and State aforesaid, near Monaghan Mill and being known as Riverside. Said lot being known and designated as Lot No. 8 on plat of said land made by Carter & Pringle and being in Block Z and having a frontage of 50 feet on Highlawn Avenue and having a depth of 125 feet to an alley, Said plat being recorded in the R.M.C. Office for Greenville County in Plat Book A,, at page 323.

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 Becky Lynn x Raymond Forster

Witness George P. Forster x George P. Forster

Dated at: Greenville 12-29-71  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Becky Lynn who, after being duly sworn, says that he saw

the within named Raymond Forster & George P. Forster sign, seal, and as their  
act and deed deliver the within written instrument of writing, and that deponent with George Lewis  
(Borrowers) (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me  
this 29th day of Dec 1971 Becky Lynn  
(Witness sign here)

James D. Lamb  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

11-05-175 11-23-80 Real Property Agreement Recorded January 6, 1972 at 11:30 A.M., #18373

For Submission to Rec. Sec. R.E.M. Book 1271 page 266

NOTIFIED AND CANCELLED OF RECORD  
20th DAY OF Feb 1980

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 69 PAGE 1696

R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:00 O'CLOCK P. M. NO. 25140