

APR 18 1972
Mrs. Ollie Eastworth
Greenville, S. C.

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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

State of South Carolina, described as follows:

All that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township being known and designated as Lot No 146 of Oak Crest Subdivision, Section 2 as shown thereof proposed by C.C. Jones and Associates, Engineers, January 1955, in the R.M.C. Office for Greenville County in Plat Book GG at pages 130 and 131, and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the northeastern side of Brownwood Drive, joint front corner of Lots N. 145 and 146, and running thence with the joint line of said lots N. 29-12 E. 150 feet to an iron pin; thence S. 60-48 E. 70 feet to an iron pin on the western side of Texas Avenue; thence with said Avenue S. 29-12 W. 125 feet to an iron pin; thence continuing with Texas Avenue as it intersects with Brownwood Drive, following the curvature thereof, the cord of which runs in a southwesterly direction 35.40 feet to an iron pin on the northeastern side of Brownwood Drive, thence with said Drive N. 60-48 W. 55 feet to the beginning corner.

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 obligation or indebtedness then remaining unpaid to 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 J. Harold Middleton x Bobby Ray Cohen
 Witness Nelle Pryor x Nellie Fay Cohen
 Dated at: Greenville Date 4-14-72

State of South Carolina
 County of Greenville
 Personally appeared before me J. Harold Middleton who, after being duly sworn, says that he saw the within named Bobby Ray Cohen & Nellie Fay Cohen sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Nelle Pryor witnesses the execution thereof.

Subscribed and sworn to before me
 this 14th day of April, 1972
Frances S. Lawson (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

1-05-175 11-23-80 Real Property Agreement Recorded April 18, 1972 at 10:00 A. M., # 28156

SATISFIED AND CANCELLED OF RECORD
14th DAY OF Feb. 1989
Bernice S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:54 O'CLOCK P. M. NO. 6715

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 112 PAGE 813