

4642 AUG 16 1972

REAL PROPERTY AGREEMENT

AUG 16 1972 ELIZABETH RIDDLE

VOL 952 PAGE 185

RECORDING FEE 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 situate, lying and being in Paris Mt. Township, Berea Section, Greenville County, S. C., located on the south side of Leland Circle and being a part of Lot #7 as designated on plat of property of H. G. Cunningham prepared March 3, 1965, by J. C. Hill, Surveyor, and having according to said plat the following metes and bounds to wit:

BEGINNING at a point on the south side of Leland Circle 379.2 ft. in a westerly direction from the intersection of Leland Circle and Hunts Bridge Rd., which point is the joint front corner of Lots 6 and 7 and running thence S. 40-05 E 189.8 ft; thence S. 25-00 #70.9 ft; thence S. 65-50 W. 33 ft. to a point on the Cunningham property; thence N. 49-08 W. 266.6 ft. to a point on the south side of Leland Circle; thence N. 59-48 E. 79.3 ft. to point of beginning. This being a portion of property conveyed to H. G. Cunningham by deed of H. C. Hodges recorded in Deed Book 768, page 574, Greenville County Courthouse, South Carolina.

All that certain piece, parcel or lot of land being located in the County of Greenville, State of South Carolina, and being more particularly described by metes and bounds as follows:

BEGINNING at a point on Leland Circle and extending N. 60 E. 204.2 ft. hence 162 ft. S. 16-40 E; hence 48 ft. N. 65-50 E.; hence 75 ft. S. 5-15 E; hence 33 ft. N. 65-50 E. hence 70.9 ft. N 25 W; hence 198.8 ft. N. 45.05 W. to 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 Manson R. Alley x W.D. Shell
Witness Sandra McGaha x Janette G. Shedd
Dated at: Greenville Date 8-14-72

State of South Carolina
County of Greenville

Personally appeared before me Manson R. Alley who, after being duly sworn, says that he saw the within named W.D. Shell + Janette G. Shedd sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McGaha witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of August 1972
Francis Wharton (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the end of the year 11-23-80

Real Property Agreement Recorded August 16, 1972 at 12:00 P. M., # 4642

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 29 PAGE 26

SATISFIED AND CANCELLED OF RECORD
12 DAY OF March 1975
Bonnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:00 O'CLOCK 7. M. NO. 21024