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REAL PROPERTY AGREEMENT VOL 952 PAGE 18

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 the several description of the undersigned of the undersig

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or lavied upon the real property described below; and
- 2. Without the prior written consent of Bank, to refrain from creeting 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 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 in the County of Greenville, State of South Carolina, on the southerly side of Endless Drive, being shown and designated as: Lot No. 17 on plat of Propety of W. Dennis Smith, recorded in the RMC Office for Greenville County, S. C., In plat Book "O", at Pages 36 and 37.

Said let fronts on the southerly side of Endless Drive 100 feet, has a depth of 154.3 feet on the easterly side, a depth of 155.8 feet on the westerly side, and is 100 feet across the rear.

This is the same property conveyed to the Administrator by deed of the Master in Equity for Greenville County, South Carolina, dated January 5, 1971, and recorded in the RMC Office for Greenville County, South Carolina.

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 indebted-ness 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 Dank this agreement shall be and become void and of no effect, until then it shall apply to and bind the undersigned, their heirs, legates, devises, administrators, executors, successors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness continuing force of this agreement and any person may and is hereby authorized to rely thereon.

your Stegabeth W. Smith x X Hounis lugene Dated at: _ Greer, South Carolina -7/26/72State of South Carolina onty of ___Greenville Personally appeared before me Elizabeth V. Smith (Witness) who, after being duly sworn, says that he saw __ sign, seal, and as their the within named Ronnie Eugene Pressley and Patricia Elaine Pressley

(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Susan Gaines witnesses the execution thereof. Subscribed and sworn to before me , 19 72

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

R SATISFACTION TO THIS MORTGAGE SEE TISFACTION BOOK 16 PAGE 431

SATISFIED AND CANCELLED OF RECORD DAY OF May ancie & Tankers R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:00 O'CLOCK P. M. NO. 34266