

NOV 27 1972

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REAL PROPERTY AGREEMENT

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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 in Chick Springs Township, Greenville County State of South Carolina, on the northwest side of Paris Mountain Road and near its intersection with State Park Road and being the northwest part of Tract 1 of Amanda Young Estate, according to plat made by W. J. Riddle September 18, 1936, recorded in Plat Book N. at page 107 and a 30 foot strip connecting same with Paris Mountain Road, according to survey by J. C. Hill on March 10, 1949, having the following metes and bounds to wit:

BEGINNING at a point in Paris Mountain Road southwest from its intersection with State Park Road, being the southern corner of 2.19 acres conveyed to J. C. Fisher by Charing, thence N. 17 W. 31'8" more or less to an iron pin in Charing line; thence with said line. N. 17 W. 306.58 feet to a point in old road; thence N. 20 W. 128 feet to an iron pin; thence N. 41 W. 844 feet to stone, corner tract 7 of Young Estate; thence N. 37 E. 500 feet to an iron pin, corner tracts 2-6-7 of Young Estate; thence S. 40-30 E. 500 feet; thence S. 37 W 465.07 feet along Hughes line to a point; thence S. 41 E. 344 feet to a point; thence S. 20 E. 130.11 feet crossing old road to a point; thence S. 17 E. 302.19 feet to point in Paris Mountain Road. thence S. 28-53 W. 32.1 feet x with said road to the 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 Karyn Skelton x H.W. Wilburn

Witness Sandra McHale x Loitie Marie Wilburn

Dated at: Greenville 11-24-72
Date

State of South Carolina
County of Greenville

Personally appeared before me Karyn Skelton who, after being duly sworn, says that he is

the within named H.W. Wilburn & Loitie Marie Wilburn sign, seal, and as their
(Borrowers)

acc and deed deliver the within written instrument of writing, and that deponent with Sandra McHale
(Witness)

witnesses the execution thereof.
Subscribed and sworn to before me
this 24th day of Nov, 1972
Frances Y. Gause (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Real Property Agreement Recorded November 27, 1972
11-23-80 at 4:00 P. N., # 15528



FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 34 PAGE 743

SATISFIED AND CANCELLED OF RECORD
4 DAY OF Dec, 1975
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:30 O'CLOCK 3 P.M. NO. 14579