

JUL 26 1973
DONNIE S. TANKENSLEY

REAL PROPERTY AGREEMENT

VOL 980 PAGE 93

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 parcel or lot of land situated on the west side of State Highway No. 14 (Mosteller Road), about two miles northward from the City of Greer, Oneal Township, Greenville County, State of South Carolina, and being Lots Nos. 14 and 15 of the B. W. Burnett property according to survey and plat having the following courses and distances, to-wit:

BEGINNING at a point in the center of State Highway No. 14 at the joint front corner of Lots 13 and 14, and running thence with the joint line of said lots, S. 62-08 W. 282.1 feet to an iron pin in the rear line of Lot 8; thence with the rear line of Lots 8, 7, and 6, N. 64-45 W. 231 feet to an iron pin at the corner of Lot 16; thence with the line of said lot, N. 60-10 E. 397.5 feet to a point in the center of the highway; thence with said highway, S. 35-03 E. 200 feet to the point of beginning.

This is the same property conveyed to the grantors herein by deed from Wilton Andrew Green recorded in Deed Book 841, page 140, R. M. C. Office for Greenville County.

This property is conveyed subject to all restrictions, easements and rights of way of record which affect said property.

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 Susan Gaines x Jo Ann G. McAbee

Witness Kay Jones x

Dated at: Greer, South Carolina 7/6/73
Date

State of South Carolina
County of Greenville

Personally appeared before me Susan Gaines who, after being duly sworn, says that he saw the within named Jo Ann G. McAbee sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Kay Jones witnesses the execution thereof.
(Witness) (Borrowers) (Witness)

Subscribed and sworn to before me this 6 day of July, 19 73
Donnie S. Tankensley (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 Oct. 20, 1979 Real Property Agreement Recorded July 26, 1973 at 10:00 A.M. # 2696

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 PAGE 627

SATISFIED AND CANCELLED OF RECORD
30 DAY OF Aug, 1974
Donnie S. Tankensley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:00 O'CLOCK 2 M. NO. 6080