

FEB 19 1975
DONNIE S. TANKERSLEY
R.M.C.

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 with the buildings and improvements thereon, situate, lying and being on the West side of Jones Avenue, in the City of Greenville, State of South Carolina, being shown as Lot No. 33 on plat of Crescent Terrace made by R. E. Dalton, Engineer, July 1919, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "E", Page 137, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the West side of Jones Avenue, joint corner of Lots 32 and 33, said pin also being 251.5 feet South from the Southwest corner of the intersection of Jones Avenue and Crescent Avenue and running thence along the rear line of Lots 30, 31, and 32, S. 84-40 W. 238.2 feet to and iron pin; thence S. 5-41 E. 61 feet to an iron pin; thence with the line of Lot 34, N. 86-50 E. 230.6 feet to an iron pin on the West side of Jones Avenue; thence with the West side of Jones Avenue, N. 0-50 E. 70 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 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 * Cathy Nason * Lowry J. Caudell
Witness Bess Andrews * Lola M. Caudell

2-18-75

Dated at: Greenville

Date

State of South Carolina
County of Greenville

Cathy Nason

Personally appeared before me _____ who, after being duly sworn, says that he saw

the within named Lowry J. Caudell & Lola M. Caudell sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Bess Andrews

witnesses the execution thereof. _____

Subscribed and sworn to before me

this 18th day of February, 1975 * Cathy Nason
James D. Hanson (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the _____ of the _____

11-23-80

RECORDED FEB 19 '75 19386
At 2:00 P.M.

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