



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, situate, lying and being in the State of South Carolina, County of Greenville, on Johnson Road (formerly Chandler Road), being shown and designated as Lots Nos. 3A and 4A on a plat of Jamestown Estates, Section 3, prepared by Campbell and Clarkson, Surveyors, Inc. recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4X at page 69; said lot having metes and bounds to-wit: BEGINNING at an iron pin on the southerly side of Johnson Road joint front corner of Lots 2A and 3A running thence along common line S13-18W 259.1 feet to an iron pin joint rear corner of lots 2A and 3A; thence running N87-15W 240 feet to an iron pin; thence running N10-46 E 312.40 feet to an iron pin on Johnson Road running thence, S71-42E 36.6 feet to an iron pin; thence continuing along Johnson Road S75-05E 91.4 feet to an iron pin; thence continuing along Johnson Road S75-05E 125 feet to an iron pin at point of beginning.

The purpose of this deed is to correct the description as shown in Deed Book 992 at page 615, reference to Plat Book 4X at page 69 was inadvertently omitted.

This is a portion of same property conveyed to the Grantor herein by deed recorded in the RMC Office for Greenville County, South Carolina in Deed Book 975 at Page 445.

This conveyance is made subject to all easements, restrictions and/or rights of way of record, if any.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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 Charles Welch x [Signature]

Witness Robert W. Zimmerman x Nancy M. James

Dated at: Greer, South Carolina 9/11/75 Date

State of South Carolina County of Greenville

Charles H. Welch

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

the within named Laurens I. James, Jr. and Nancy M. James sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Herbert W. Zimmerman

witnesses the execution thereof. (Witness)

Subscribed and sworn to before me

this 11 day of September, 1975 Elizabeth V. Smith (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the 7/25/77 of 1977 Governor

RECORDED SEP 24 '75 At 12:15 P.M. 7911

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4328 RV.21