

Aug 13 1964  
5459 REAL PROPERTY AGREEMENT

BOOK 755 PAGE 480

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 piece, parcel or lot of land in Gantt Township, Greenville County, State of South Carolina, being known and designated as lot no. 117 of Augusta Acres, Property of Marsman, Inc. as shown by plat recorded in the R M C office for Greenville County in plat book S at page 261, and being according to said plat having the following metes and bounds, to wit; Beginning at an iron pin on the East side of Halsey Drive, Joint corner of lots 116 and 117, and running thence with the line of lot 116 N-69-42-E, 222 feet to an iron pin, thence with line of lot 128, S-19-00-E, 100 feet to an iron pin, Joint corner of lots 117 and 118, Thence with the line of lot 118, S-69-42 W, 220 feet to an iron pin on the East side of Halsey Drive, Thence with Halsey Drive, N-20-18-W, 100 feet to an iron pin, 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 Dewey Webb x Fred E. Roberson

Witness Albert Finley x Kathryn D. Roberson

Dated at: Greenville, S. C. 8-14-64  
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me Dewey Webb who, after being duly sworn, says that he saw the within named Fred E. Roberson and Kathryn D. Roberson (Witness) sign, seal, and as their (Borrowers) fact and deed deliver the within written instrument of writing, and that deponent with Albert Finley witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 14th day of August, 1964 Dewey Webb (Witness sign here)  
Martha Ann Chew  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R Recorded August 18th., 1964 At 9:30 A.M. # 5459

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 11th of July 1967  
The Citizens & Southern National Bank of South Carolina  
By: Wm. L. Phrigo  
Witness: Frances Lawson  
Witness: M. F. Austin

SATISFIED AND CANCELLED OF RECORD  
13 DAY OF July 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 8:30 O'CLOCK A M. NO. 1666