

MAY 27 1965

33220
REAL PROPERTY AGREEMENT

BOOK 774 PAGE 320

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 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 situate, lying and being on the Northern side of Sycamore Drive in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 135 as shown on a plat of East Lynne Addition, prepared by Dalton and Neves, Engineers, dated May, 1933, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book H at Page 220, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Sycamore Drive at the joint front corner of Lots Nos. 134 and 135, and running thence with the line of Lot No. 134, N. 28-50-E. 150 feet to an iron pin in the line of Lot No. 132; thence with the line of Lot No. 132 S. 61-10 E. 50 feet to an iron pin at the joint rear corner of Lots Nos. 135 and 137; thence with the line of Lot No. 137 S. 28-50 W. 150 feet to an iron pin on the Northern side of Sycamore Drive; thence with the Northern side of Sycamore Drive N. 61-10 W. 50 feet to the point of beginning.

This is the identical property conveyed to the grantors herein by deed of Brady Bennis and S. Florence Dennis, dated October 5, 1954, and recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 510 at page 395.

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 Robert L. Pence x Thomas F. Wilson
 Witness Marion F. Austin x Addie Belle Wilson
 THOMAS F. WILSON
 ADDIE BELLE WILSON

Dated at: Greenville, South Carolina May 14, 1965
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw

the within named THOMAS F. WILSON and ADDIE BELLE WILSON sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin

witnesses the execution thereof.

Subscribed and sworn to before me

this 14th day of May, 1965

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

Robert L. Pence
(Witness sign here)

SC-75-R

Recorded May 27th., 1965 At 9:30 A.M. # 33220