

1.25

SEP 20 1968

7164

REAL PROPERTY AGREEMENT

BOOK 852 PAGE 128

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 those pieces, parcel or lots of land in Chick Springs Township, Greenville County, State of South Carolina, situate, lying and being on the eastern side of St. Marks Road, and being known and designated as Lots Nos. 11 and 12 on a plat dated August 27, 1935 by H. S. Brockman, Surveyor, recorded in the R.M.C. Office for Greenville County in Plat Book 00 at page 16 and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the northwestern side of St. Marks Road, joint front corner of Lots Nos. 12 and 13 and running thence along the line of Lots Nos. 12 and 13, N. 36-30 E. 300 feet to a point; thence running S. 21-30 E. 150 feet to a point; thence running S. 68-30 W. 300 feet to a point on St. Marks Road; thence running with St. Marks Road N. 21-30 W. 150 feet to the point of beginning.

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 Ronald A. Shumaker x Joe E. Compton

Witness Mrs. Joe Compton x Mrs. Joe Compton

Dated at: Greenville 9-19-68
date

State of South Carolina
County of Greenville

Personally appeared before me Ronald A. Shumaker who, after being duly sworn, says that he saw the within signed Joe E. Compton and Mrs. Joe Compton sign, seal, and as their act, and had delivered the within written instrument of writing, and that deponent with Henry A. Caldwell witnesses the execution thereof.

Subscribed and sworn to before me this 19th day of September, 1968 Ronald A. Shumaker (Witness sign here)

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

SC-75-R

5-1-78 Recorded September 20th, 1968 at 9:30 A.M. #7164

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Joe E. and Mrs. Joe E. Compton to The Citizens and Southern National Bank of South Carolina, as Bank dated 9-19-68, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Sept. 20, 1968 852 of Page 128, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Betty Lynn By M. F. Austin J. L. O.
Debbie Parker

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Oct 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:30 O'CLOCK A. M. NO. 8092