

RECORDING FEE PAID \$ 1.25

REAL PROPERTY AGREEMENT

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12109

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 in Chick Springs Township, Greenville County State of South Carolina being shown and designated as Lot No. 17 on Plat of Lake Forest Heights recorded in the RMC Office for Greenville County in Plat Book GG, at page 153, and having, according to said Plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Eastern side of Yancey Drive, at the joint front corner of Lots Nos. 16 and 17, and running thence with the line of Lot No. 16, N. 71-48 E. 197.4 feet to an iron pin at the rear corner of Lot No. 18; thence with the line of Lot No. 18 S. 8-10 E. 173.1 feet to an iron pin on McCarter Avenue; thence with the Northern side of McCarter Avenue S. 81-50 W. 147 feet to an iron pin; thence with the curve of the intersection of McCarter Avenue and Yancey Drive, the chord of which is N. 63-44 W. 44.8 feet to an iron pin; thence continuing with the Eastern side of Yancey Drive, N. 15-13 W. 110.1 feet to the point of beginning.

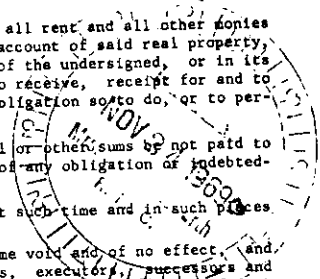
It is understood and agreed that this conveyance is made subject to restrictive covenants recorded in the RMC Office for Greenville County in Deed Book 539 at page 123.

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 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 are not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation of 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 place 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 signatures: C. E. Upchurch, Carmen H. Upchurch, Frances Lawson

Dated at: Greenville 11-17-69

State of South Carolina County of Greenville

Personally appeared before me Marion F. Austin (Witness) who, after being duly sworn, says that he saw the within named C. E. Upchurch and Carmen H. Upchurch (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 21 day of November, 1969 (Witness sign here)

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

Recorded November 24, 1969 At 10:00 A.M. # 12109

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 19 PAGE 108

SATISFIED AND CANCELLED OF RECORD 25 DAY OF Sept. 1973 Deannie S. Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:15 O'CLOCK P. M. NO. 8722