

The Lien of this instrument is satisfied this

3 of April 1967

The Citizens & Southern National Bank of South Carolina

SATISFIED AND CANCELLED OF RECORD

4 DAY OF May 1967

Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:51 O'CLOCK P. M. NO. 26724

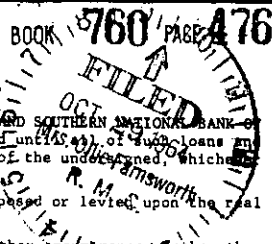
W. L. Pherigg

Witness: Frances Lawson

Witness: Kay C. Hill

1.25

12740 XXXX  
REAL PROPERTY AGREEMENT



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, which 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. Herby 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 situated, lying and being in Greenville County, South Carolina. Known and designated as Lot #35 as shown on a plat of the Subdivision of Colonial Hills, Section 2 recorded in the R.M.C. office of Greenville County in plat R.R. page 185.**  
 Beginning at an iron pin on Brushy Creek Road joint corners of lot number 51 and 35 and running thence with Brushy Creek Rd. S45-32E 119.8 feet to an iron pin on Brushy creek road and Embry Street and the chord of which is S3-41E 37.2 feet to an iron pin on Embry Street, thence continuing with said street S38-11W 98.3 feet to an Iron pin, thence continuing with Embry street ~~S38~~ S61-28W 50.0 feet to an iron pin joint front corner lot numbers 35 and 36; thence running with the joint line of said lot N9-33W 201.6 feet to an iron pin joint rear corner lots number 35 and 36, thence running with the side lot line of lots number 35 and 51 N65-05E 55.4 feet to an iron pin on Brushy Creek road, point of beginning. This being the same conveyed to Sam T. Staggs by Williams Land Co. Ince. in Deed Vol. "751" Page 307

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 [Signature] x Sam T. Staggs

Witness Flourence Payne x Lunice Kathryn Staggs

Dated at: Greenville 10-28-64  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Marion J. Austin who, after being duly sworn, says that he saw the within signed Sam T. & Lunice Kathryn Staggs sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Flourence Payne witnesses the execution thereof.

Subscribed and sworn to before me this 28th day of October, 1964  
Martha Ann Cheves (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Recorded October 29th., 1964 At 9:30 A.M. # 12740