NOV 24 1964

15231 15231 X X X REAL PROPERTY AGREEMENT

BOOK 762 PAGE 200

In consideration of such loans and indebtedness as shall be made by or become due to THE CXPLENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and intitall of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last surviver 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 the important law in the prior written consent of Bank, to refrain from creating or permitting any littler other incumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner distribute 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 monter, now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain of property virtuated in the County of Creenville . State of South Carolina, described as follows:

All that pince parcel or lot of land being brown and esignated as lot 37, plat of property of Robert J. Edwards, which plat is recorded in the office of the R.E.C. for Greenville County, S.C., in plat book EE, pages 60-61, and having the following metes and bounds, to wit: Beginning at an iron pin on the Southwesterly side of Elizabeth Drive, said iron pin being 211.9 feet in a southeasterly direction from Barbara Ave; and being the joint front corner of lots 237 and 238; and running thence S 56-30 W 200 feet to an iron pin, thence S 33-30 E 100 feet to an iron pin; thence S 56-30 E 200 feet to an iron pin, on Elizabeth Drive, joint front corner lots 237 and 236; thence along the Southwesterly side of Elizabeth Drive H 33-30 V 100 feet to an iron pin to the point of beginning. Greenville , State of South Carolina, described as follows: 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 velidity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to refly thereon.

Dated at: Greenville 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 Jahn F. and Bett J. Reilly (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with WE sweet the execution thereof. Albert M. Finley (Witness) Subscribed and sworn to before me

in 20 der of 21 Newember 19 64

Motary Public, finte of South Carolina
My Commission agains at the will of the Governor

sc. 15 R C A Recorded November (Witness sign here) Recorded November 24th., 1964 At 9:30 A.M. # 15231

SATISHED AND EANCHLED OF RECORD The debt hereby secured is paid in full and 2/ DAY OF of this instrument is satisfied this worth R. M. C. FOR GREENVILLE COUNTY, S. C. of of 19 69 + Southern baturen South Carolina 9:30 O'CLOCK HM. NO. 17/79 be asst. V. Pres. Parker S.