

MAR 26 1965

26803/21

REAL PROPERTY AGREEMENT

BOOK 770 PAGE 86

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 situate, lying and being in the State of South Carolina, County of Greenville, within the corporate limits of the City of Greenville, on the East side of Carey Street, formerly E. Croft Street, being known and designated as Lot No. 31, Section F, of a subdivision of the Stone Land Company property as shown on plat thereof recorded in the R. M. C. Office for Greenville County in Plat Book A, at Page 336 et. seq., as replated in Plat Book K, at Page 277, and having the following metes and bounds, to-wit:

BEGINNING at a point on the south side of East Croft Street, now Carey Street, 210 feet west from its intersection with Mohawk Drive and running thence along Carey Street, N. 71-20 W. 60 ft. to Lot No. 29; thence along the joint line of Lots Nos. 29 and 31, S. 18-30 W. 200 feet to the joint corner Lots Nos. 29, 28, 30 and 31; thence along the joint line of Lots Nos. 30 and 31, S. 71-20 E. 60 feet to the joint rear corner Lots Nos 34 and 35; thence N. 18-30 E. 200 feet to the beginning corner; being the same conveyed to me by William A. Vaughn, Jr., be deed dated January 4, 1952, and recorded in the R. M. C. Office for Greenville County in Deed Volume 448, Page 518.

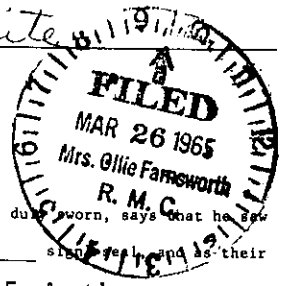
and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney 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 Jerry L. Wilhite
Witness Marion F. Austin x Lynda L. Wilhite
Dated at: Greenville, South Carolina March 23, 1965



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 Jerry L. Wilhite and Lynda L. Wilhite (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me

this 23rd day of March 1965

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

Robert L. Pence (Witness sign here)

Recorded March 26th., 1965 At 9:30 A.M. # 26803

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 Jerry L. and Lynda L. Wilhite to The Citizens and Southern National Bank of South Carolina, as Bank, dated March 23, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on March 26, 1965, Book 770, at Page 86, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina By: W. L. Pherigo Witness - Frances Lawson Kay C. Hill

SATISFIED AND CANCELLED OF RECORD

17 DAY OF April 1967 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C.