

7473 1-23

SEP 11 1967

REAL PROPERTY AGREEMENT

XXXX BOOK 828 PAGE 217

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 of those parcels or lots of land in Oneal Township of Greenville County, South Carolina, located near the Milford Baptist Church and about four miles northwest of the City of Greer, being shown as Lots Nos 8 and 9 on a plat of property made for W. E. Bannister, plat made by W. P. Morrow, Surveyor, and revised by H. S. Brockman, recorded in the R.M.C. Office for Greenville County in Plat Book MM, page 25, and having the following courses and distances, to-wit:

BEGINNING at a stake on the western margin of Joan Street, joint front corner of Lots Nos. 7 and 8 on said plat, and runs thence with the common line of Lots Nos. 7 and 8, S. 83-03 W. 298 feet to a stake on line of property now or formerly owned by Judson, thence with that line, N. 16-50 W. 280 feet to a stake, rear corner of Lots Nos. 9 and 10; thence with common line of Lots Nos. 9 and 10, N. 83-03 E. 296.2 feet to a stake on the western margin of Joan Street; thence therewith S. 17-10 E. 280 feet to the beginning corner.

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 Patsy P. Hunt x Paul E. Erskine  
 Witness Lily F. Gorenflo x Alice M. Erskine

Dated at: \_\_\_\_\_ Date \_\_\_\_\_

State of South Carolina  
County of Greenville

Personally appeared before me Patsy P. Hunt who, after being duly sworn, says that he saw the within named Paul E. Erskine and Alice M. Erskine sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lily F. Gorenflo witnesses the execution thereof.

Subscribed and sworn to before me this 11 day of Sept, 1967  
Harold W. Lawrence Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Patsy P. Hunt  
(Witness sign here)

Recorded September 11, 1967 At 9:30 A.M. # 7473

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 Paul E. Erskine & Alice M. Erskine to The Citizens and Southern National Bank of South Carolina, as Bank deed Sept 7, 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Sept 11, 1967, Book 828 at Page 217, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Francis Lawson By M. F. Austin  
Bill Hughes

SATISFIED AND CANCELLED OF RECORD  
5 DAY OF Jan. 1970  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:00 O'CLOCK P. M. NO. 15047