

JAN 16 1968

19082

REAL PROPERTY AGREEMENT

BOOK 836 PAGE 266

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 piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the City of Greenville, on the South side of Ben Street, and designated as 45 feet from the Western side of Lot No. 9 and 25 feet from the Eastern side of Lot No. 10 of McDaniel Heights a plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book G, at page 214, and having, according to said plat, the following metes and bounds, courses and distances,

THE WESTERN PART OF LOT NO. 9:

BEGINNING at an iron pin on the South side of Ben Street, 417 feet from the Southwest intersection of McDaniel Avenue and Ben Street, which iron pin is 15 feet West of the joint corner of Lots No. 8 and 9, and running thence along the line of Ben Street due West 45 feet to an iron pin joint corner of Lots No. 9 and 10; thence along the joint line of said lots due South 170 feet to an iron pin, rear joint corner of said lots; thence along the line of the playground due East 45 feet to an iron pin; thence due North 170 feet to an iron pin in the line of Ben Street, the point of beginning.

THE EASTERN PART OF LOT NO. 10:

BEGINNING AT AN IRON PIN joint corner of Lots No. 9 and 10, and running thence with the joint line of said lots due South, 170 feet to an iron pin, rear joint corner of said lots; thence along the line of the playground due West 25 feet to an iron pin; thence due North 170 feet to an iron pin in the line of Ben Street; thence along the line of Ben Street due East 25 feet to the 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 validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness E. Parker Sutler x Joseph H. Friedman
 Witness Frances Lawson x Nina S. Friedman
 Dated at: Greenville 1/10/68
 Date

State of South Carolina

County of Greenville

Personally appeared before me E. Parker Sutler

who, after being duly sworn, says that he saw

the within named Joseph H. and Nina S. Friedman

sign, seal, and as their

act and deed, and that they have read the within written instrument of writing, and that deponent with Frances Lawson

(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 10th day of January, 1968.

E. Parker Sutler
Notary Public, State of South Carolina
My Commission expires 1/1/71

E. Parker Sutler
(Witness sign here)

SC-75-R

1/1/71 Recorded January 16, 1968 At 9:30 A.M. # 19082

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 Joseph H. Friedman + Nina S. Friedman to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-10 1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 1-16 1968, Book 836 at Page 266, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Frances Lawson

By M. F. Austin