

JAN 3 1962 16473

REAL PROPERTY AGREEMENT

BOOK 689 PAGE 399

index in R.E.M.

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 on the South side of River Street in the City of Greenville, in Greenville County, State of South Carolina and being known and designated as Lot No. 106 on plat of property of Nickletown Heights, Map No. 2, made by W. J. Riddle, Surveyor, dated April, 1941, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "m", at page 5

The above lot is shown on the Greenville County Block Book on Sheet 201, Block 18, Lot 42.

For a more complete description reference is made to Book 493 at Page 184 as recorded in the R.M.C. Office for Greenville County, Greenville, South Carolina

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 Linda D. Henderson x Norman Mansell

Witness Barbara C. Moore

Dated at: Greenville, S.C.

1-2-62  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Linda D. Henderson (Witness) who, after being duly sworn, says that she saw the within named Norman Mansell (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara C. Moore (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of Jan, 1962  
Barbara C. Moore (Witness sign here) Linda D. Henderson (Witness sign here)

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

sc-75-R

Recorded January 3rd, 1962 at 10:00 A.M. #16473

State of South Carolina  
County of Greenville

The debt hereby secured is paid in full and the lien of this instrument is satisfied this thirteenth day of May A.D. 1963.

The Citizens + Southern National Bank  
of South Carolina

By: Biddy J. Sides  
Manager, Institution

In the presence of:  
Line Cover

NOTED AND CANCELLED OF RECORD  
OF 1963  
COUNTY, S.C.  
29156