

AUG 28 1962

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BOOK 705 PAGE 305

REAL PROPERTY AGREEMENT

5662

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 lot of land in Greenville County, State of South Carolina, in Chick Springs Township, being known and designated as lot No; 18 as shown on a plat of the property of E. H. Green, prepared by W. J. Riddle, April 1936, recorded in Plat Book "I" at pages 9 and 10, and described as follows: Beginning at an iron pin on the Northeastern side of Green Street, joint front corners of lots 17 & 18, and running thence with joint line of said lots, South 70-30 East., 300 feet to an iron pin; thence South 19-30 West., 100 feet to an iron pin, joint rear corner of lots 18 and 19, thence with joint line of said lots, North 70-30 West, 300 feet to an iron pin on the Northeast side of Green Street; thence with said street., North 19-30 East, 100 feet to the point of beginning, being the same property conveyed to the grantor herein by Ronald W. Booth by deed recorded in the R. L. C. office for said County and State in Deed Book 425 at page 203. 1951

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 Paul Gilstrap x W.L. Mc Huffin
Witness Linda D. Henderson x Pauline Mc Huffin

Dated at: Greenville
8-24-62
Date

State of South Carolina
County of Greenville
Personally appeared before me Paul J. Gilstrap who, after being duly sworn, says that he saw the within named W.L. & Pauline Mc Huffin sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Linda D. Henderson witnesses the execution thereof.

Subscribed and sworn to before me
this 24 day of August, 1962
Paul J. Gilstrap (Witness sign here)

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

SC-75-R Recorded August 28th, 1962 at 9:30 A.M. #5662

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 13 of June 1966
Citizens & Southern National Bank of South Carolina
By: Ralph M. Kessler Jr.
Witness: Janet Overts
Witness: Francis Lawson

SATISFIED AND CANCELLED OF RECORD
17 DAY OF June 1966
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 35688