R.M.C. Office for Greenville County.

NOV 6 1963 REAL PROPERTY AGREEMENT

800K 735 FAGE 343

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

All that piece, parcel or lot land in Greenville Township, Greenville County, State of South Carolina, near the city of Greenville, in subdivision known as Elizabeth Heights, being known and designated as Lot No. 56 on plat of said subdivision recorded in the R.M.C. Office for Greenville County in plat book F at page 298, and having according to said plat,

the following metes and bounds, to-wit:

Beginning at a point on the west side of Chandler Street, 50 feet south of the intersection of Chandler and Martin Streets, corner of Lots 56 and 57; thence with the joint line of said lots in a westerly direction 150 feet to a point in line of Lot No. 48; thence with the line of lot No. 48 in a southerly direction 50 feet to a point, joint rear corner of lots 55 and 56; thence with the joint line of said lots in an easterly direction 150 feet to a point on the west side of Chandler Street; thence with said Street in a northerly direction 50 feet to the beginning corner. Recorded in Book 537 of Deeds, page 405 in the

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 Keba Has M. Con la Dated at Brunulle who, after being duly sworn, says that he saw within named Staskel sign, seal, and as their (Borrower act and deed deliver the within written ent of writing. witnesses the execution thereof. Subscribed and sworn to before me 5 Tay of 410V. Motary Pablic, sc-25-R Recorded November 6, 1963 At 9:30 A.M. # 13481

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