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Record R. 111

24077 REAL PROPERTY AGREEMENT

BOOK 743 PAGE 70

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, in the State of South Carolina, County of Greenville being know and designated as lot # 17 Block B on plat of property of Paris Heights recorded in plat book Y at page 65 in the R.M.C. office ~~XXX~~ for Greenville County and having according to a more recent survey by R.W. Dalton date Aug. 1958 having the following meets and bounds to wit: Beginning at an iron pin on the Northwest side of Pronglink St. at the curve of the intersection of Pronglink St. and Catalina Dr. (formly Arlington Road) and running thence with the curve of the intersection, South 27-30 West 35.4 feet to an iron pin on Catalina Dr; thence with Catalina Dr. South 72-30 West, 80 feet to an iron pin; thence North 17-30 West 110 feet to an iron pin; thence with the line of lot # 16 North 25-38 ~~XXX~~ East 92.9 feet to an iron pin on Pisgah Dr. thence with said Pisgah Dr. South 44-26 East 91.6 feet to an iron pin on Pronglink St., thence with Pronglink St., South 17-30 East 71 feet to the point of beginning.

James Henry, Jr & Gladys Henry from Horace N. Matthews  
Recorded Dec. 12, 1959 Book 640 page 383

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 L. Moyer x James Henry Jr  
 Witness Paul L. Moyer x Gladys Henry  
 Dated at: Greenville 2-24-64  
 Date

State of South Carolina

County of Greenville

Personally appeared before me Paul L. Moyer (Witness) who, after being duly sworn, says that he sees

the within named James Henry Jr (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Paul L. Moyer (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 24th day of Feb., 1964 Paul L. Moyer (Witness sign here)

Reba S. McCord  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

