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MAR 4 - 1964 24980
REAL PROPERTY AGREEMENT

BOOK 743 PAGE 404

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 Paris Mountain Township, Greenville County, State of South Carolina, lying and being on the Eastern side of Ellison Avenue, containing 0.77 acres more or less, and being described according to a plat by Pickell & Pickell, Engineers, dated April 28, 1951, as follows:

BEGINNING at an iron pin on the Eastern side of Ellison Avenue at corner of other property of the grantor, which iron pin is also 796.0 feet more or less in a Northerly direction from-North Franklin Road, and running thence along Ellison Avenue, N. 10-30-E. 127.8 feet to an iron pin in the line of property now or formerly belonging to Thomas Roe; thence with Roe's line, S. 74-30 E. 288.2 feet to an iron pin in the line of property now or formerly belonging to R. S. Knight; thence with Knight's line, S. 2-42 W. 99.5 feet to an iron pin in the corner of other property of the grantor; thence with grantor's line, N. 80-15 W. 300.7 feet to the beginning corner.

The above described property is a part of the same conveyed to me by R. S. Knight by deed recorded in the R. M. C. Office for Greenville County, S. C. in Deed Book 289, Page 36. Recorded in Book 434 of Deeds, page 27 R. M. C. Office for Greenville County, S. C.

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 Nina L. Moore x Alvin L. Huff
 Witness Donna Dacus x Mrs. Vernelle B. Huff
 Dated at: Greenville, S. C. 3-3-64 Date

State of South Carolina
County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named Alvin L. Huff and Mrs. Vernelle B. Huff sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus witnesses the execution thereof.

Subscribed and sworn to before me this 3rd day of March, 1964. Nina L. Moore (Witness sign here)

Leba S. McCoy
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded March 4, 1964 At 9:30 A.M. # 24980

State of South Carolina
County of Greenville
The debt hereby secured is paid in full and the lien of this instrument is satisfied this 29th day of January A. D. 1965. The Citizens & Southern National Bank of South Carolina
In the presence of:
Betty Higgins
Florence Penrose
By: Ralph M. Kesler Jr.
SATISFIED AND CANCELLED OF RECORDS
1st DAY OF Feb. 1965
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
9:30 O'CLOCK A.M. NO. 21623