

MAR 10 1964

25635

REAL PROPERTY AGREEMENT

BOOK 744 PAGE 137

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:

Book 560- Page 506

All that piece or parcel or lot of land in Greenville township, Greenville County, State of South Carolina on the North West side of Elizabeth Drive, near the city of Greenville, know and designated as lot #43 on plot of North Sunset Height made by Dolton and Neve, Engineers, July 1941 and recorded in the R.M.C. office for Greenville County in plot book "L" on page 92 and having occurred to said plot the following metes and bounds.

Beginning at an iron pin on the North West side of Elizabeth Drive and joint front corner of lots 42&43 and running thence with the line of lot #42, North-37-52 West 175 foot to an iron pin on the North West edge of a five foot strip reserved for utility.

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 Billy J. Silvers x C.A. Cooper
Witness Marion F. Austin x Mrs. Luebe Cooper
Dated at: Greenville 3-6-64

State of South Carolina
County of Greenville
Personally appeared before me Billy J. Silvers who, after being duly sworn, says that he saw the within named C.A. Cooper sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Marion F. Austin

Subscribed and sworn to before me
this 10th day of March, 1964
Reba S. Mc Coy
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

sc-75-R Recorded March 10, 1964 At 9:30 A.M. # 25635

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 23 of February 1966 The Citizens and Southern National Bank of South Carolina By: W.L. Phurigo Witness: Bobby J. Nelson Witness: Florence Kempf

SATISFIED AND CANCELLED OF RECORD 3 DAY OF March 1966 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 25410