25908

REAL PROPERTY AGREEMENT

800k 744 FAD: 238

In consideration of such loans and indebtedness as shall be made by or bacome 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

- 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
- 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 de-scribed below, or any interest therein; and
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to ersigned, 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 situate, lying and being in the the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as Lot No. 12 of a subdivision known as Green Forest, Section B, as shown on plat thereof prepared by Woodward Engineering Service, January 1956, and recorded in the R.M.C. Office for Greenville County in Plat Book KK at Page 85, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Pinnacle Drive, joint front corner Lots Nos. 11 and 12, Section B, and running thence along the western side of Pinnacle Drive, S. 14-34 E. 95 feet to an iron pin at the rear corner of Lot. No. 16; thence along the rear corner of Lots Nos. 16, 15 and 14 and 13, N. 84-47 W. 273.8 feet to an iron pin on the rear line of Lot No. 4, Section A; thence along the rear line of that lot, N. 12-8 E. 50 feet to an iron pin at the rear corner of Lot No. 11, Section B; thence along the line of that lot, N. 85-36 E. 240.5 feet to the beginning corner; being a portion of the property conveyed to us by B. J. Edwards by his deed dated December 6, 1956 and recorded in the R.M.C. Office for Greenville County in Deed Volume 567 at Page 56. Described in Title to Real Estate recorded in Book 646 of Deeds, page 123 R.M.C. Office, Greenville County,

S. C. and hereby irrevocably whatsoever and whensoever and whensoever and allowed irrevocably allowed and allowed and allowed allowed and allowed allo 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 tenforce 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.
- 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 Ming S. Moore x James R. Styles Witness Downs Downs Service x Dated at: Greenville, South Carolina March 6, 1964
State of South Carolina
County ofGreenville
Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named James R. Styles and Wrs. Ellen G. Styles 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 oth day of March Notice Public, State of South Carolina My Commission expires at the will of the Governor sc-75-R Recorded March 12, 1964 At 9:30 A.M. # 25908

SATISFIED AND CANCELLED OF RECORD DAY OF Sept. Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. & AT 9:30 O'CLOCK A M. NO. 8/38

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this stember Citizens Southern national South Carolina By: Ralph m. Kesler Witness: Frances Lauron 6 Hill Kay Witness: