

29596

APR 18 1964

REAL PROPERTY AGREEMENT

BOOK 747 PAGE 14

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

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, on the western side of Sutton Drive near the City of Greenville, beign known and designated as Lots Nos. 16 and 17, Block D, of a subdivision known as Buena Vista as shown on a plat thereof, recorded in the R.M.C. Office for Greenville County in Plat Book W at Pages 11 and 29 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Sutton Drive at the joint front corners of Lots Nos. 15 and 16, Block D, and running thence along the western side of Sutton Drive S. 9-43 E. 70 feet to an iron pin at the corner of Lot No. 18; thence along line of that lot S. 80-17 W. 150 feet to an iron pin at the joint rear corner of Lots Nos. 35 and 36; thence along the rear line of Lots Nos. 35 and 34, N. 9-43 W. 70 feet to an iron pin at the rear corner of Lot No. 15; thence along the line of that lot N. 80-17 E. 150 feet to an iron pin on the western side of Sutton Drive the beginning corner, being the same property conveyed to us by J. Claude Hale by deed dated September 25, 1957, and recorded in the R.M.C. Office for Greenville County in Deed Vol. 585, at Page 44.

Recorded in Book 588, Page 11 R.M.C. Office, 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 1. Nina L. Moore x Kenneth E. Moody
Kenneth E. Moody
Witness 2. Donna Dacus x Mrs. Janetta S. Moody
Mrs. Janetta S. Moody

Dated at: Greenville, S. C. April 13, 1964

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 Kenneth E. Moody and Mrs. Janetta S. Moody sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Donna Dacus (Witness)

Subscribed and sworn to before me this 13th day of April, 1964. Nina L. Moore (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-75-R

Recorded April 18, 1964 At 9:30 A.M. # 29596

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

7th day of May 1965

The Citizens & Southern National Bank of South Carolina

By: Billy J. Selman, Mgr. S.C.

Witness: Betty Higgins
Witness: Susan Barras

SATISFIED AND CANCELLED OF RECORD

10 DAY OF May 65
Albi Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:40 O'CLOCK A.M. NO. 31161