B 3 75 APR 24 1964

REAL PROPERTY AGREEMENT

.BOOK 747 PAGE 267

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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 piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, in Ward Five of the City of Greenville and being known and designated as Lot No. 18 of the property of H. T. Mills as shown on plat thereof recorded in the R.M.C. office for Greenville County in Plat Book C at page 223, and being described as follows:

BEGINNING at an iron pin at the intersection of Calhoun Street and Hamilton Avenue, and running thence with Calhoun Street, S. 16-15 W. 149 feet to an iron pin; thence S. 77-45 E. 50 feet, 1-1/2 inches to an iron pin, joint rear corner of Lots Nos. 18 and 19; thence with line of Lot No. 19, N. 16-15 E. 145 feet and 6 inches to an iron pin; thence N. 73-45 W. 50 feet to the beginning corner, including the plumbing, electrical and heating fixtures now located on said premises, or to be installed thereon, which are hereby expressly agreed to be a part of the realty. Being the same property conveyed to us by Roy Lipscomb by deed of even date herewith, not yet recorded."

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 Minia L. Marry x & E 15 ell
Witness Ballaca Myhuson x Bennie M. Belf-
Dated at: Greenville, South Carolina Mrs. Bennie M. Bell April 17, 1964 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 L. E. Bell and Mrs. Bennie M. Bell sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof, Barbara McPherson (Witness)
Subscribed and sworn to before me
this 17th day of April 1964 Uni L. Moore
Kela D. M. Gy (Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor
sc-75-R Recorded April 24, 1964 At 9:30 A.M. # 30220

The debt hereby secured is paid in full and	
the Lien of this instrument is satisfied this	
The Citizens & Southern	
national Bank of South Car	alina.
By: E. Parker Sytler Inst. L.	oan Officer
Witness: Francis Lawson!	CANCELLED OF RECORD
Witness: George W. Lewis	19 00
	17 11/
	Ollie tarnsworth
	E. M. C. FOR GREENVILLE DUNTY, S. C.
	A M. NO. JAZZ