

2/250

JUN 29 1964

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REAL PROPERTY AGREEMENT

BOOK 752 PAGE 39

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: VOLUME 364, PAGE 41

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, about two miles Southwest of the City of Greenville in the vicinity of "Fallis" and being all of Lot No. 1, as shown by a plat made by G. A. Ellis, Surveyor, February 21, 1940, and having the following metes and bounds, to-wit:

BEGINNING at corner of Bradley Street and White Circle Drive and running thence with White Circle, N. 43-15 E. 110 feet to corner of Lot No. 2; thence N. 20-30 W. 100 feet to an iron pin at corner of Lot No. 8; thence along the line of said Lot No. 8, S. 63-30 W. 105 feet to an iron pin on Bradley Street; thence along said Bradley Street, S. 24 E. 135 feet to the beginning corner, and being the same lot of land conveyed to the grantor herein by Norman B. Riddley by deed dated the 25th day of April, 1947 and recorded in the R.M.C. Office for Greenville County in Deed volume 309 at page 378. (231-3-16)

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 Louise D. Smith

Witness Barbara McHouse Noah L. Smith

Dated at: Greenville, S. C. June 23, 1964

State of South Carolina
County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw

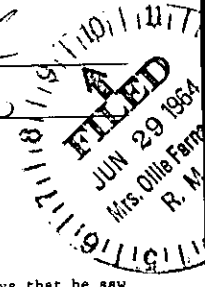
the within named Mrs. Louise D. Smith and Mr. Noah Smith sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus Barbara McHouse witnesses the execution thereof.

Subscribed and sworn to before me this 23rd day of June, 1964 Nina L. Moore (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor.

Recorded June 29, 1964 At 9:30 A.M. # 272



The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 2nd of March 1966 Citizens and Southern National Bank of South Carolina By: W. L. Pherrigo Witness: Janet Ouzts Witness: Florence Ruffoe

SATISFIED AND CANCELLED OF RECORD 8 DAY OF March 1966 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 25839