

250

JUL 1 - 1964

640 REAL PROPERTY AGREEMENT

BOOK 752 PAGE 213

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 690, PAGE 62

All that piece, parcel or plat of land, near the City of Greenville, State of South Carolina, being shown as Lots Nos. 3, 11 and 12 on a plat of property of W. H. McGaha, recorded in Plat Book F, at page 33 in the R.M.C. Office for Greenville County, S. C., and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northeastern corner of Honour Street and Cobb Street, and running with the northeastern side of Honour Street N. 56-00 W. 134.3 feet to an iron pin at the corner of Lot No. 2; thence with line of Lots Nos. 1 and 2 N. 51-20 E. 108 feet to an iron pin at the north end of an 8 foot alley; thence with the northeastern side of said alley, N. 56-00 W. 115 feet to an iron pin on Scott Street; thence with the southeastern side of Scott Street N. 51-20 E. 50 feet to an iron pin at the corner of Lot No. 4; thence with the line of said lot S. 56-00 E. 115 feet to an iron pin in the line of Lot No. 10; thence with line of said lot S. 51-20 W. 31.3 feet to an iron pin; thence continuing with line of Lot No. 10, S. 51-30 E. 126 feet to an iron pin on Cobb Street; thence with the northwestern side of Cobb Street S. 48-30 W. 114.8 feet to the beginning corner.

This being the property conveyed to the grantor by three deeds recorded in the R.M.C. Office for Greenville County, S. C., in Deed Book 428, Page 58; Book 595, Page 389 and Deed Book 618, Page 323.

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.

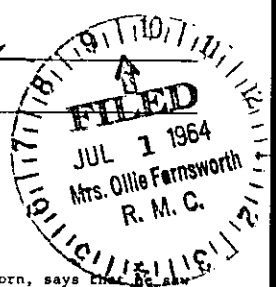
4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due 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 Barbara McPherson Doris B. Neese
Witness Donna Dacus

Dated at: Greenville, S. C. June 30, 1964



State of South Carolina
County of Greenville

Personally appeared before me Barbara McPherson who, after being duly sworn, says that she is the within named Mrs. Doris B. Neese sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus witness the execution thereof.

Subscribed and sworn to before me this 30th day of June, 1964

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

Recorded July 1, 1964 At 9:30 A.M. # 640

SATISFIED AND CANCELLED OF RECORD
17 DAY OF May 19 66
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A.M. NO. 32229

For Satisfaction of Agreement
See Deed Book 798 Page 369