

National Bank of South Carolina  
By: W. L. Phirigo  
Witness: Francis Lawson  
Witness: G. O. Silwell

R. M. C. FOR GREENVILLE COUNTY, S. C.  
At 4:10 O'CLOCK P. M. NO. 2337

JUL 9 1964  
1451 REAL PROPERTY AGREEMENT BOOK 752 PAGE 492

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 239 RMC Office

All that certain piece, parcel of lot of land situate, lying and being on the East side of Sycamore Drive near the City of Greenville and in the County of Greenville, State of South Carolina, being shown as Lot No. 169 on plat of East Lynne Addition made by Dalton and Neves, Engrs., May, 1933, recorded in the R.M.C. Office of Greenville County in Plat Book(H) at Page 220, and having according to said plat the following metes and bounds, to-wit:

Beginning at the iron pin on the East side of Sycamore Drive at joint corner of logs Nos. 168 and 169 and running thence with the line of Lot #168F. 69-42E. 171.3 feet to an iron pin, thence running the rear line of Lot 176, S.17-50W. 50.05 feet to an iron pin, thence with line of lot 170 N. 69-42W. 173.5 feet to an iron pin on the East side of Sycamore Drive; thence with the East Side of Sycamore Drive N. 20-18 E. 50 feet to the beginning corner.

Also, (SEE REVERSE SIDE)

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 Pat C. Lowe x H Millard Lee Owens

Witness Betty W. Higgins x W Richard H. Owens

Dated at: Greenville, South Carolina July 8, 1964



State of South Carolina  
County of GREENVILLE

Personally appeared before me Pat C. Lowe who, after being duly sworn, says that he saw the within named Millard Lee Owens and Mrs. Addis H. Owens sign, seal, and together act and deed deliver the within written instrument of writing, and that deponent with Betty W. Higgins witnesses the execution thereof.

Subscribed and sworn to before me this 8th day of July, 19 64

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

Pat C. Lowe  
(Witness sign here)

All that piece, parcel or lot of land in Butler Township, Greenville County, South Carolina, ~~being~~ known and designated as Lot No. 170 of the Subdivision known as East Lynn Addition, and having according to plat of the same recording in the R.M.C. Office in Greenville County in Plat Book (H) at Page 220, the following metes and bounds, to-wit:

Beginning at an iron pin on the East Side of Sycamore Drive, joint corner of Lots Nos. 169 and 170 and running thence S. 69-42 E. 173.5 feet to the joint corner of Lots Nos. 169, 170 and 175 and 176, thence S. 17-50 W. 50.05 feet then N. 69.42 W. 175.6 feet to Sycamore Drive. Thence with Sycamore Drive North. 20.18 E. 50 feet to beginning corner.

Recorded July 9, 1964 At 9:30 A.M. # 1451