

1.25 JUL 30 1964

3506

BOOK 754 PAGE 263

REAL PROPERTY AGREEMENT

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

Book 541, Page 167

All that piece, parcel or lot of land lying, being and situate in the County and State aforesaid in Fairview Township, and having the following metes and bounds, according to plat and survey made by Lewis C. Godsey, Surveyor, November 1, 1954, to-wit:

BEGINNING at a point in the center of a County Road, joint front corner with Lot No. 3, as shown on said plat now owned by Nathaniel Neely, running thence with the joint line 3N. 38-10 W., crossing an iron pin, said pin measuring a distance of 20 feet from the point in the center of said road, a total distance of 205.9 feet to an iron pin on line of land of the grantors and back joint corner with said lot No. 3; thence with the line of land of the grantors South 47-15 West 104.5 feet to an iron pin; thence South 46-21 East 204.7 feet to a point in the center of said road.

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. Foxwell Kilgore

Witness Nina L. Moore x W Mrs Minnie Kilgore

Dated at: Greenville 28, July 64

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 Toy Lee Kilgore and Mrs. Minnie Kilgore sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Nina L. Moore witnesses the execution thereof.

Subscribed and sworn to before me this 28 day of July 1964 Pat C. Lowe (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded July 30th., 1964 At 9:30 A.M. # 3506

SATISFIED AND CANCELLED OF RECORD
30 DAY OF August 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:15 O'CLOCK A.M. NO. 5199

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

26 of August 1968

The Citizens & Southern National Bank of South Carolina
By: J. Clarence Hopke Ast. V. Pres.

Witness: George W. Lewis

Witness: E. Parker Butler