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SEP 10 1964

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REAL PROPERTY AGREEMENT

BOOK 757 PAGE 223

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:

Mr. Paul V. Mitchell Book - 515
44 North Estate Drive Page - 428

Paul Vernon Mitchell, his heirs and assigns forever: All that lot of land with the buildings and improvements thereon, situate on the north side of North Estate Drive, in Gantt Township, near the city of Greenville, in Greenville County, state of South Carolina, being shown as lot 44 on plat of Crestwood Inc., made by J. C. Hill, surveyor, Feb 28, 1949, recorded in the R. M. C. office for Greenville County, S. C. in plat book S page 189, and having the metes and bounds to wit: Beginning at an iron pin on the north side of North Estate Drive at joint front corner of lots 43 and 44 and running thence with the line of lot 43, N. 25- 15W., 169.7 ft. to an iron pin thence N. 52- 30 E., 105 ft. to an iron pin, thence N. 88-30 E., 62.8 ft. to an iron pin, thence with the line of lot 45, S. 5- 35 W., 211.9 ft. to an iron pin on the north side of North Estate Dr., thence along the north side of North Estate Dr. S. 80- 50 W., 55 ft. to the beginning corner.

This is the same property conveyed to the Grantors by deed of Crestwood Inc., dated Aug. 30, 1951, recorded in the R. M. C. office of Greenville County, S. C. in Deed book 441 on page 65.

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 Virgil C. Jones x Paul V. Mitchell
Virgil C. Jones Paul V. Mitchell
Witness Florence Renfroe x Lela M. Mitchell
Florence Renfroe Lela M. Mitchell

Dated at: Greenville, South Carolina September 9, 1964

State of South Carolina
County of GREENVILLE

Personally appeared before me Mr. Virgil C. Jones who, after being duly sworn, says that he saw the within named Paul V. Mitchell and Lela M. Mitchell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Florence Renfroe witnesses the execution thereof.

Subscribed and sworn to before me
this 9th day of September, 1964
Maetha Ann Chewes Virgil C. Jones (Witness sign here)

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

sc-75-a Recorded September 10th., 1964 At 9:30 A. M. # 7707

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 25 of Sept. 1968
The Citizens & Southern National Bank of South Carolina
E. Parker Sutter Inst. Loan Officer

By: ↑
Witness: Frances Lawson
Witness: George W. Leirs

SATISFIED AND CANCELLED OF RECORD
27 DAY OF Sept. 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A M. NO. 7751