

NOV 27 1964
15449

REAL PROPERTY AGREEMENT

BOOK 762 PAGE 322

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. Herby 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: Deed Book 413 - Page 497.

ALL that certain peice, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in the First Ward of the City of Greenville, and having the following metes and bounds, to-wit:

BEGINNING at a stake on the East side of Mulberry Street 45 feet 6 inches from the corner of Mulberry Street and Poole's Alley, and runnign thence with Mulberry Street, W. 67-07 E. 47 feet; thence S. 28-39 E. 129 feet 4 inches; thence in a southwesterly direction 49 feet; thence in a northwesterly direction 127 feet to the beginning corner.

The above described lot is the smae conveyed to me by E. Inman, by Deed dated June 2, 1924, and recorded in the R. M. C. office or Greenville County in Vol. 94, at page 221.

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 Ben Weaver x J. L. Robertson
 Ben Weaver J. L. Robertson
 Witness Marion F. Austin Teresa M. Robertson
 Marion F. Austin Teresa M. Robertson
 Dated at: Greenville 11-14-64
 Date

State of South Carolina
County of Greenville

Personally appeared before me BEN WEAVER who, after being duly sworn, says that he saw the within named J. L. ROBERTSON & TERESA M. ROBERTSON sign, seal, and as their act and deed in the within written instrument of writing, and that deponent with MARION F. AUSTIN witnesses the execution thereof.

Subscribed and sworn to before me
1964 Ben Weaver
(Witness sign here)

Notary Public for the State of South Carolina
Ralph M. [Name], Jr.
at the will of the Governor
SC-75-R

Recorded November 27th., 1964 At 11:50 A.M. # 15449

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 20 of October 1969
 The Citizens & Southern National Bank of South Carolina
 By: J. William Hughes
 Witness: Frances Lawson
 Witness: Larry A. Dillingers

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Nov. 1969
Olle Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A. M. NO. 10726

NOV 27 11 50 AM 1964
 CLERK OF R.M.C.
 GREENVILLE CO. S.C.