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MAR 8

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REAL PROPERTY AGREEMENT

BOOK 768 PAGE 544

RECORDED
MAR 8 1965
CLERK OF COURTS
GREENVILLE, S.C.

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 all of said 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 assessed 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:

ALL that certain piece, parcel or lot of land in Gantt Township, Greenville County, South Carolina, known and designated as Lot No. 8, Section 2, of Fairfield Acres, according to plat of property of E. W. Gregory, dated January, 1956, and recorded in the Office of the R. M. C. for Greenville County in Plat Book FF, Page 469, and being more particularly described as follows:

BEGINNING at a point on the northern side of Lermann Drive at the joint front corner of Lots 8 and 9, and running thence along the joint line of said lots, N. 2-25 E. 125 feet to a point, joint rear corner of Lots 8 and 9; thence N. 87-35 W. 75 feet to a point, joint rear corner of Lots 7 and 8; thence along the joint line of Lots 7 and 8, S. 2-25 W. 125 feet to a point on the northern side of Lermann drive; thence along Lermann Drive, S. 87-35 E. 75 feet to the point of beginning.

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 Florence H. Renfro x Clyde A. Walker
Florence H. Renfro
Witness Susan L. Barras x
Susan L. Barras

Dated at: Greenville, South Carolina March 3, 1965
Date

State of South Carolina
County of GREENVILLE

Personally appeared before me Florence H. Renfro who, after being duly sworn, says that he saw the within named Clyde A. Walker sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan L. Barras witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me this 3rd day of March, 1965
Martha Ann Chew
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Florence H. Renfro
Florence H. Renfro
(Witness sign here)

Recorded March 8th., 1965 At 9:30 A.M. # 24884
SC-75-R

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled Real Property Agreement made by Clyde A. Walker to The Citizens and Southern National Bank of South Carolina, as Bank, dated March 3, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on March 8, 1965, Book 768 at Page 544, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
By W. L. Pherigo
Witness Francis Lawson
Kan G. Hill
SATISFIED AND CANCELLED OF RECORD
16 DAY OF Jan. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.