

APR 14 1965

2865 REAL PROPERTY AGREEMENT

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BOOK 711 PAGE 222  
APR 14 1965  
Mrs. Ollie Farnsworth  
R. M. 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 until 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 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 situate, lying and being on the east side of Melville Avenue in the County of Greenville, State of South Carolina, and being known and designated as Lot # 13 as shown on Plat of property of Melville Westervelt, et al prepared by Dalton and Neeves, Engineer and recorded in Plat Book J at Page 13 in R. M. C. Office for Greenville County, South Carolina and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Melville Avenue, joint corners of Lots 13 and 14 and running thence S. 69-35 E. 144.3 feet to point 228.2' from Brookwood Avenue, thence N. 34-04 E. 62.5 feet to joint corner in the rear of Lots 12 and 13 on Melville Avenue, thence S. 4-45 W. 62.5 feet to the point of beginning.

Recorded in Deed Book 208 at Page 86.

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 Marion F. Austin x C. E. Porter  
 Witness Robert L. Pence x Ouida W. Porter  
 C. E. PORTER  
 OUIDA W. PORTER

Dated at Greenville, South Carolina

April 12, 1965  
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me XXXXXXXXXX Marion F. Austin who, after being duly sworn, says that he saw the within named C. E. Porter and Ouida W. Porter sign, seal, and as their act and deed delivered to me within written instrument of writing, and that deponent with Robert L. Pence witnesses the execution hereof.

Subscribed and sworn to before me

this 12th day of April, 1965

Marion F. Austin (Witness sign here)

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

SC-75-R

Recorded April 14th., 1965 At 9:30 A.M. # 28654

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 20 of Nov. 1967  
 The Citizens & Southern National Bank of South Carolina  
 By: M. F. Austin Inst. Loan Officer  
 Witness: Frances Lawson  
 Witness: David Sloan

SATISFIED AND CANCELLED OF RECORD  
 27 DAY OF Nov. 1967  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A. M. NO. 15001