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APR 22 1965
29467

REAL PROPERTY AGREEMENT

BOOK 771 PAGE 514

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, until all 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 and character levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting, by deed, mortgage, lease (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:

BEGINNING at a stake on the Western side of Holmes Drive 431 feet North from Dellwood Drive, at corner of lot 94 and running thence with the line of said lot N. 78-42 W. 166 feet to a stake in line of lot 76; thence with the line of said lots 76 and 77 N. 2-30 W. 84.5 feet to a stake; at corner of lot 92; thence with the line of said lot, S. 76-29 E. 186 Feet to a stake on Holmes Drive; thence with the western side of Holmes Drive, S. 11-18 W. 75 feet to the beginning corner.

Western side of Holmes Drive in the City of Greenville being shown as Lot # 93 on Plat of Property of Central Development Corporation recorded in Plat Book BB at Page 23 and described.

For further information see Book 560 - Page 323.

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 Ralph M. Kesler, Jr. X John W. Mickelsen
 Witness Florence H. Renfro X Pauline S. Mickelsen

Dated at: Greenville 4-19-65
Date

State of South Carolina
County of Greenville

Personally appeared before me Ralph M. Kesler, Jr. who, after being duly sworn, says that he saw the within named John W. and Pauline S. Mickelsen sign, seal, and as their act and deed, the within written instrument of writing, and that deponent with Florence H. Renfro witness the execution hereof.

Subscribed and sworn to before me this 19 day of April, 19 65

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

Ralph M. Kesler, Jr.
(Witness sign here)

SC-75-R Recorded April 22nd., 1965 At 9:30 A.M. # 29467

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 John W. and Pauline S. Mickelson to The Citizens and Southern National Bank of South Carolina, as Bank, dated 4-19-1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on April 22, 1965, Docket 771 at Page 514, has been terminated and the undertakings therein described discharged.

Witness Frances Lawson
Shanne R. Weaver

SATISFIED AND CANCELLED OF RECORD

14 DAY OF May 1968

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.