

125

APR 23 1965
29599

LXXX
REAL PROPERTY AGREEMENT



BOOK 771 PAGE 549

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS SAVING 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

- To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed upon the real property described below; and
- 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
- 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 lot or tract of land situate, lying and being out the South side of Zara Street, Greenville County, South Carolina, just outside the city limits of the City of Greenville, known and designated as lot No. 5 according to a plat of Central Realty Corporation property made by W.J. Riddle, February 2, 1946, recorded in the R.M.C. Office for Greenville County in Plat Book B, page 105, and having according to said plat the following metes and bounds, to wit:

Beginning at a stake on the South side of Zara Street, joint corner of Lots nos. 5 and 4, and running thence with the said Zara Street, N. 64-30 E. 50 feet to a stake on said Zara Street; thence S. 25-30 E. 150 feet; thence S. 64-30 W. 50 feet to a stake, joint corner of lots 4 and 5; thence along the joint line of said lots nos. 5 and 4, N. 25-30 W. 150 feet to the point of beginning, stake on the South side of Zara Street, joint corner of Lots Nos. 4 and 5.

Recorded in Book M page 479

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 Betty Higgins x Albert L. Smith
 Witness Florence Renfroe x Wilma Smith

Dated at: Greenville Date

State of South Carolina
County of Greenville

Personally appeared before me Betty Higgins who, after being duly sworn, says that he saw the within named Albert L. & Wilma Smith 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 22 day of April, 19 65
Betty Higgins (Witness sign here)

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

Recorded April 23rd., 1965 At 9:30 A.M. # 29599

Termination
~~RECORDED~~ FILED AND RECORDED
 11th DAY OF April 1967
 VOL. 817 PAGE 325
 AT 9:30 O'CLOCK a.m. NO. 24410
Ollie Farnsworth
 R.M.C. FOR GREENVILLE COUNTY, S. C.

For Termination Agreement
See Deed Book 817
Page 325.