30753
REAL PROPERTY AGREEMENT 772 PAGE 465

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. 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 of that parcel or lot of land with all improvements thereon in Chick Springs Township of Greenville County, South Carolina located near the Corporate limits of the City of Greer and North therefrom lying on the West side of Vaughn Street, known and designated as lot # 13 on plat of the subdivision known as Pleasant View Acres, prepared by H.S. Brockman surveyor on March 22, 1954 amended December 29, 1955 and having the following courses and distances to wit;

Beginning on an iron pin on the Western margin of Vaughn Street joint corner of lots # 13 and 14 on said plat and runs thence with the common line of these two lots N88:00 W 197 feet to an iron pin; thence N 2:00 E 80 feet to an iron pin; thence 88:00 E 197 Feet to an iron pin on the Western margin of Vaughn Street thence therewith S 2:00 W 80 feet to the beginning corner.

A strip of land having a uniform width of five (5) feet on the front of the above lot and lying along the Western margin of Vaughn Street has been didicated by grantor for sidewalk and utility purposed.

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 Dewy grabb x x brace	HITCHINSON Hutchison
Witness A. F. Chapman	· Horoninosa
Dated at: May 4, 1965 - Greenville, South Carolina Date	
State of South Carolina	
County of a Maria GREENVILLE	
Perkonally appeared before me Dewey Webb (Witness)	who, after being duly sworn, says that he saw
the with hamed The GRACE G. HUTCHINSON	sign, seal, and as their
act and deed deliver the stellar written instrument of writing, and that deponent with witnessed the execution the of.	A. F. Chapman (Witness)
Subscribed and sworm to before me	
this 4thday of May 1965 Velley Webb	(Witness sign here)
Notary Public, State of South Carolina Dewey Webb	,
My Commission expires at the will of the Governor Recorded May 5th 1965 At 9:30 A.M. # 30753	

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The Citizens and Southern National Bank of South Carolina, national banking association, hereby certifies that that intain agreement entitled "Real Property agreement" made by Grace C. Hutchinson to The Citizens and Southern rational Bank of South Carolina, as Bank, dated may 4, 965, and recorded in the office of the Recorder in the sounty of Greenille, State of South Carolina, on may 5, 965, L'acklet 772, at page 465, has been terminated and the undertakings therein described discharged Carolina he Citizens and Southern National Bank of South Carolina he Citizens and Southern National Bank of South Carolina