

SEP 20 1965

REAL PROPERTY AGREEMENT  
8985

BOOK 782 PAGE 417

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

Greenville, State of South Carolina, described as follows:

All that certain peice, parcel or lot of land, situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the northwestern corner of the intersection of Garraux street with Elizabeth Street shown as Lot No. 3 on plat of property of S. O. Skelton recorded in Plat Book F, page 51, RMC Office for Greenville County and being more particularly described on plat of property of William Guy Davis, prepared by J. C. Hill dated October 12, 1959, and according to said plat, being more particularly described as follows:

BEGINNING at an "X" on the sidewalk on the northwestern corner of the intersection of Garraux Street with Elizabeth Street and running thence with Garraux Street N. 12 E. 150 feet to an iron pin on the southern side of a ten foot alley; thence with the said alley N. 66-17 W. 52.5 feet to an iron pin at the rear corner of Lot No. 5; thence with the line of said lot S. 12 W. 150 feet to an iron pin on the northern side of Garraux Street thence with the northern side of said street S. 66-17 E. 52.5 feet to the beginning corner.

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 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 Renfro X C.W. Rudd

Witness Betty Higgins X \_\_\_\_\_

Dated at: Greenville 9-16-65  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Florence Renfro who, after being duly sworn, says that he saw the within named C.W. Rudd sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty Higgins witnesses the execution thereof.

Subscribed and sworn to before me this 16 day of September, 1965 Florence Renfro (Witness sign here)

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

SC-75-R Recorded September 20th., 1965 At 9:30 A.M. # 8985

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 C.W. Rudd to The Citizens and Southern National Bank of South Carolina as Bank, dated 9-16-1965 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Sept. 17, 1965, Booklet 782, at Page 417, has been terminated and the property described discharged.

