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## 13018 301 27 1965 X X X X REAL PROPERTY AGREEMENT

BOOK 784 RAG: 609

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. (hereinefter 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: in the City of Greenville, at the northwestern corner of the intersection of Kent Lane and County Road, and being known and designated as Lot No. 50 on plat of Vista Hills recorded in the R. M. C. Office for Greenville County in Plat Book "P", at Page 149 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the northwestern corner of the intersection of Kent Lane and County Road and running thence along the northern side of County Road S. 77-50 W. 177.9 feet to an iron pin; thence N. 1-50 W. 106 feet to an iron pin; thence along the joint line of Lots Nos. 49 and 50 N. 88-10 E. 175 feet to an iron pin; thence along the western side of Kent Lane S. 1-50 E. 75 feet to the point of beginning.

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 to hereby authorized to rely thereon.

Greenville Riggins oblic ear Dated at: Greenville 1965 State of South Carolina County of Greenville Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw Troy C. and Bobbie Jean Turner Betty Higgins
(Witness) act and deed deliver the within written instrument of writing, and that deponent with Betty Higginsk witnesses the execution thereof. Subscribed and sworn to before me this ZZday of October , 19*62]* (Witness sign here) Motary Prolic, State of South Card Motary Public, State of South Carolina My Commission expires at the will of the Governor Recorded October 27th., 1965 At 9:30 A.M. # 13018

SATISFIED AND CANCELLED OF RECOVERY

20 DAY OF June 1566

Delie Formaworth.

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

ATQ:30 O'CLOCK Q. M. NO. 35818

For & atisfaction See

Deed Book 800 Bage 474