

2/2.50

NOV 5 1965 13984 XXXX
REAL PROPERTY AGREEMENT

BOOK 785 PAGE 471

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 that lot of land with the buildings and improvements thereon situate on the southwest side of Cherokee Drive near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 347 on plat of Sector VII of Botany Woods, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book YY at Page 76 and 77, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southwest side of Cherokee Drive at the joint front corner of Lots 346 and 347 and runs thence along the line of Lot 346 S 57-11 W. 200 feet to an iron pin; thence S. 32-49 E, 100 feet to an iron pin; thence with the line of Lot No. 348, N. 57-11 E, 200 feet to an iron pin on the Southwest side of Cherokee Drive; thence along Cherokee Drive N. 32-49 W, 100 feet to the beginning corner.

This is the same property conveyed to the Grantor by deed of Southeastern Land Company dated October 3, 1963, recorded in the R. M. C. Office for Greenville County, South Carolina, in Deed Book 733, at Page 271.

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 Bobby J. Nelson X Kenneth R. Rycroft

Witness Frances Lawson X Shelby Jean Rycroft

Dated at: Greenville, S.C. 11-3-65
Date

State of South Carolina
County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Kenneth R. Rycroft and Shelby Jean Rycroft sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me
this 3rd day of November, 19 1965
Bobby J. Nelson (Witness sign here)

James M. Foster
Notary Public, State of South Carolina
Commission expires at the will of the Governor
Recorded November 5th, 1965 at 9:30 A.M. #13984

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 Kenneth R. Rycroft to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-3-65, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Nov. 5, 1965, Docket 785 at Page 471, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina is satisfied that the loan is SATISFIED AND CANCELLED OF RECORD