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30567 X X X X APR 25 10 38 AM 1966 REAL PROPERTY AGREEMENT

BOOK 797 PAGE 30

OLLIE FAHNSWORTH
In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S.C. (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 certain piece, parcel or tract of land, with the buildings and improvements thereon, lying and being on the Southeasterly side of Bleckley Avenue, in the City of Greenville, S. C., and being shown as the lesser part of Lot No. 7 and the greater part of Lot No. 6 of Block A on the plat of Fair Heights, and recorded in the RMC Office for Greenville County, S.C. in Plat Book F, Page 257, and having according to a more recent survey made by R. W. Dalton, dated April, 1952, the following metes and bounds, to-wit: BEGINNING at an iron pin on the Southeasterly side of Bleckley Avenue, which pin is located 187.6 feet in a Southwesterly direction from the Southerly corner of Bleckley Avenue and Laurens Road, and running thence S. 42-08 E. 83.2 feet to an iron pin, rear corner of Lot No. 3; thence along the rear line of Lot. No. 3S. 30-53 E. 60 feet to an iron pin, rear corner of Lots 2 and 3; thence along the rear line of Lot No. 2 S. 1-55 E. 31.3 feet to an iron pin, joint rear corner of Lots Nos. 2 and 14; thence S. 31-20 W. 20 feet to an iron pin; thence N. 58-40 W. 150 feet to an iron pin on the Southeasterly side of Bleckley Avenue; thence along the Southeasterly side of Bleckley Avenue N. 31-20 E. 98 feet to the point of beginning. This is the same property conveyed to the grantor herein by Reva W. Burns as will more fully appear in Deed Book 422, page 175.

and hereby irrevocably authorize and direct all lessees, assignees, 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 Jan J. B. [Signature] X Nancy G. B. Lee
 Witness Ovid O. Spain Jr. X Hazel D. Lee
 Dated at: Greenville April 22, 1966
Date

State of South Carolina
 County of Greenville
 Personally appeared before me Jan J. B. [Signature] who, after being duly sworn, says that he saw the within named Nancy G. B. Lee and Hazel D. Lee sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ovid O. Spain Jr. witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me
 this 22nd day of April, 1966 at Greenville
Beattie C. Markham (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded April 25th., 1966. At 10:38 A.M. # 30567

SATISFIED AND CANCELLED OF RECORD
14th DAY OF Mar 1977
Donnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:25 O'CLOCK P. M. NO. 24197

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 466 PAGE 52