

3395

JUL 14 1967

1773

REAL PROPERTY AGREEMENT

BOOK 823 PAGE 433

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the western side of Old Buncombe Road in the town of Travelers Rest, a portion thereof being shown on plat of the Property of Arthur Williams, recorded in Plat Book U at page 13, and being more particularly described by metes and bounds as follows:

BEGINNING at a steel pin on the western side of Old Bundombe Road, at the corner of property now or formerly owned by Arthur Williams, running thence with the line of said property N. 89 W. 300 feet to an iron pin; thence N. 3 W. 107.6 feet to iron pipe at corner of property now or formerly owned by Roy Anderson, S. 89 E. 300 feet to an iron pin on Buncombe Road; thence with the western side of Buncombe Road, S. 3 E. 108 feet to the point of beginning.

Said premises being the same devised to the Mortgagor under her maiden name of Pauline Jackson Black under Item III, Section B of the Will of Minnie L. Hillhouse, filed in Apr. 437, File 2, in the Probate Judge Office for Greenville County and by deed of Arthur Williams to the Mortgagor by deed of recorded in Deed Book 355 at page 404.

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

Lily J. Gorenflo

John J. Cornell

Witness

Patsy P. Hunt

Pauline B. Cornell

Dated at:

Date

State of South Carolina

County of Greenville

Personally appeared before me

Lily F. Gorenflo

who, after being duly sworn, says that he saw

the within named

John J. Cornell and Pauline B. Cornell

sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with

Patsy P. Hunt

witnesses the execution thereof

(Witness)

Subscribed and sworn to before me

this 11th day of July, 1967

Lily J. Gorenflo (Witness sign here)

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

SC-75-R

Recorded July 14th., 1967 At 9:30 A.M. # 1773

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 John J. Pauline B. Cornell to The Citizens and Southern National Bank of South Carolina, as Bank, dated July 11 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on July 14 1967, Decker 823 at Page 433, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Dianne Weaver Frances Lawson

By J. William Hughes

SATISFIED AND CANCELLED OF RECORD

14 DAY OF August 1969

Ollie Farnsworth

GREENVILLE COUNTY, S.C.