

1.25 SEP 8 1967

7333 REAL PROPERTY AGREEMENT XXXX BOOK 828 PAGE 56

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 certain piece, parcel or lot of land situate, lying and being in the city of Greenville, County of Greenville, State of South Carolina, on Southwest corner of intersection of Tindal Ave. and Jones Ave. and being shown and designated as Lot No. 13 on Plat of Crescent Terrace prepared by R. E. Dalton, Engineer, July 1919, recorded in R. M. C. Office for Greenville County in Plat Book E, at page 137, and having, according to said Plat, the following metes and bounds, to wit:

Beginning at an iron pin at the Southwest corner of intersection of Tindal Ave. and Jones Av., and running thence ~~thence~~ along the West side of Jones Ave., S. 0-18 W. 200 feet to an iron pin; thence S. 89-07 W. 65.1 feet to an iron pin at joint rear corner of Lots Nos. 12 and 13; thence along line of Lot 13, N. 0-18 W; 200 feet to an iron pin on South side of Tindal Ave.; thence along South side of Tindal Ave, N. 89-7 E. 66.5 feet to the beginning corner

Being the same property conveyed to the Mortgagee by Deed recorded in Deed Book 518, at page 289, R. M. C. Office for Greenville, County

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 [Signature] x p [Signature]  
 A. B. Kay  
 Witness Frances Lawson x p Sarah S. Kay  
 Sarah S. Kay  
 Dated at: Greenville 9-1-67  
 Date

State of South Carolina  
 County of Greenville

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named A. B. Kay & Sarah S. Kay sign, seal, and as their act and to believe the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.  
 (Witness)

Subscribed and sworn to before me  
 this 1 day of Sept. 1967  
[Signature] (Witness sign here)

Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor  
 sc-75-R

Recorded September 8th., 1967 At 9:30 A.M. # 7333

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 A. B. Kay & Sarah S. Kay to The Citizens and Southern National Bank of South Carolina, as Bank, dated 9-1 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 9-8 1967, Docket 828 at Page 56, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
 Witness Frances Lawson By G. Parker Suttles Int. Loan Officer  
George H. Lewis

ENTERED AND CANCELLED OF RECORD  
20 DAY OF March 1967  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY S. C.  
 AT 10:00 O'CLOCK A. M. NO. 22203