

1.25

SEP 21 1967

REAL PROPERTY AGREEMENT ~~XXX~~ BOOK 829 PAGE 72

8627

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. Herby 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: Book 819, Page 649

All that piece, parcel or lot of land on the western side of Stonehaven Dr. in the State of S.C., County of Greenville, in the City of Greenville, being the Southern portion of Lots 100 and 101 as shown on plat of the estate of Tully P. Babb Recorded in Plat Book QQ at pages 162 and 163 and having, according to a survey entitled Property of Edward H. Hembree, dated September 6, 1966. Recorded in Plat Book NNN at page 35 in the Following Metes and Bounds:

Beginning at an iron pin on the western side of Stonehaven Drive 100 Feet from Shelborne Rd. in a Southerly direction, at corner of lot now or formerly of Jack M. Abbott, and running with the western side of said drive, S.5-22W 125 to an iron pin, Corner of Lot 102; thence with line of said lot, N.86-43W. 409.5 Feet to an iron pin in line of Lot 10; thence with line of said lot N15-08E 40 feet to an iron pin at corner of Lot 11; thence with line of said lot, N.28-23E 110.1 Feet to an iron pin at corner of Abbott Lot; thence with line of said lot, S84-42E 359.1 feet to beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 806 at page 286.

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 Rupert R. Gaddy

Witness Mildred S. Cox x Mary C. Gaddy

Dated at: Greenville, South Carolina 9/17/67 Date

State of South Carolina
County of Greenville

Personally appeared before me Charles D. Stilwell (Witness) who, after being duly sworn, says that he saw the within named Rupert R. Gaddy and Mary C. Gaddy (Borrowers) sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with Mildred S. Cox (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 17th day of September, 1967
[Signature] (Witness sign here)

[Signature]
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-73-R

Recorded September 21st., 1967 At 9:30 A.M. # 8627

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 Rupert R. & Mary C. Gaddy to The Citizens and Southern National Bank of South Carolina, as Bank, dated Sept 7 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Sept. 21 1967, Docket 829 at Page 72, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Dianne Weaver By George H. Lewis
J. William Hughes

SATISFIED AND CANCELLED OF RECORD
25 DAY OF June 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:00 O'CLOCK A M. NO. 30915