

10091

OCT 5 3 39 PM 1967

BOOK 830 PAGE 102

REAL PROPERTY AGREEMENT

OLLIE FANNINGWORTH

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

Florence, 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 Florence, City of Florence, Known and designated as Lot Number Three (3) as shown on a plat of an Annex to Highland Park, Section Three (3), made by Ervin Engineering Company dated January 12, 1961 and recorded in the office of the Clerk of Court for Florence County in Plat Book "Q" at page 5, measuring one hundred and 2/10 (100.2) feet along the easterly side of Poinsett Drive, being bounded on the North by Lot 4 and measuring thereon one hundred fifty two and 34/100 (152.34) feet; on the East by Virginia Acres and measuring thereon one hundred and 9/100 (100.9) feet; on the South by Lot 2 and measuring thereon one hundred forty seven and 92/100 (142.92) feet and on the West by Poinsett Drive, as aforesaid, reference being had to said plat for a more complete description.

Above described property was conveyed to the mortgagor herein by U. S. Realty Company by deed recorded in Book - Page in the office of the Clerk of Court for Florence 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 J.B. Watts x Robert W. Simpson

Witness Elizabeth G. Jones x

Dated at: Greenville, S.C. 10/4/67 Date

State of South Carolina

County of Greenville

Personally appeared before me J.B. WATTS who, after being duly sworn, says that he saw

the within named Robert W. Simpson (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with ELIZABETH G. JONES

witnesses the execution thereof.

Subscribed and sworn to before me this 4th day of Oct, 1967 J.B. Watts (Witness sign here)

Notary Public, State of South Carolina My Commission expires 1/1/1971

Recorded October 5, 1967 At 3:39 P.M. # 10091