13884

XXX REAL PROPERTY AGREEMENT

BOOK 832 PAGE 530

- 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 of that lot of land situate on the West side of Pimlico Road, near the City of Greenville, in Greenville County, South Carolina, being shown as Lot No. 104 on plat of Section A, of Gower Estates made by Dalton & Neves, Engineers, January 1960, recorded in the R. M. C. Office for Greenville County, S. C. in Plat Book "QQ", Pages 146 and 147, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the West Side of Pimlico Road at joint front corner of Lots 103 and 104, and runs thence along the line of Lot 103, S. 67-46W., 188.4 feet to a point in the center of a branch; thence along the 'center' of the branch (the traverse line being N. 3-14 W. 105.76 feet) to a point in the center of the branch; thence with the line of Lot. 105, N. 67-46 E., 154 feet to an iron pin on the West side of Pimlico Road; thence along Pimlico Road, S. 22-14 E., 100 feet to the beginning corner.

This property is conveyed subject to the restrictive covenants recorded in the R. M. S. Office for Greenville County, S. C. in Deed Book 663, Page 118. This being the identical property conveyed to the mortgagor by deed of Conyers & Gower, Inc. dated December 5, 1960 in the R. M. C. Office for

Greenville County in Deed Book 665, Page 17, and hereby irrevocably authorize and direct all fessees, 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 plan 101/2 x Chan Joynes
Witness Don Dangero Katherie Porle Jagner
Dated at: Greenville S.C. November 13, 1967
Switch of South Carolina
County of French
Personally appeared before me Dayton Poole who, after being duly sworn, says that he saw
the within named Libon Joyne + Katterine Toole Joyne sign, seal, and as their
Fact and deed deliver the within written instrument of writing, and that deponent with the third of the
witnesses, the execution thereof. (Witness)
Subscribed and sworn to before me this
My Corining 1/1/1971 (Finess Sign here).
(b) Commission expires at the will of the Governor sc-75-R Recorded November 13. 1967 At 12:29 P.M. # 1388).

THIS THE 12 DAY OF 2 May 1968
THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA

GREENVILLE, S. C.

By J. Robert Stogger Jr. V.P.
By Le Foy 6. Gudd aut carhin

WITNESS Mildred King.
WITNESS Elizabeth G. Jones

SATISMED AND CANCELLED OF RECORD

24 DAY OF May 1968

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:26 O'CLOCK A M. NO. 30337