

1.23
FEB 28 1968

XVXX
REAL PROPERTY AGREEMENT REM 649 PAGE 913

22655

BOOK 838 PAGE 518

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:

All that piece parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, containing Thirty Two and 5/10 acre's more or less and bounded on the North of Buckhorn Creek on the east by land of C. M. Jones on the South by land of Ralph M. Jones on the West by other land of Grantor and George Morgan and having the following miles and bounds beginning at an iron pipe by local road at corner of Ralph M. Jones tract and running thence N. 56-30 E 727' to iron pin on C. M. Jones line, thence N 6-30 E 2153' to wild cherry on South bank of Buck Horn Creek; thence up with the Meanders of said creek as property line as follows S 75 W. 137' to atake; thence S 65° 100' to stake; thence N 65-30 W 200' to corner of Coleman land thence N 52-15W 131' to Stone on South Bank of Creek thence S 73-30 W 118' to iron pin on Mrs. J. H. Batson line about 8' from old stone corner thence with George Morgan's line 7-35 W 602' to iron pin in road thence S 7-47 E 391 8 to point in road thence S 1-33 W 200' to point in road thence S 16-30 W 170' to iron pin on last bank of road thence S 1-38 E 200' to iron pin thence S 12-00 W 500' thence S 2 200 W 270' to iron pin thence S 2.00 W 200' to iron pin thence S 38-30 E 131 8' to beginning corner a right of way for County road is reserved along this entire property line for one half of a 50 feet width roadway or 25 feet on Clark tract and 25 feet width on Grantors land.

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 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. D. Whichard x John W. Clark Sr.
Ruthel Wynn
 Witness C. T. Gaines x Ruth S. Clark
Freida E. Wynn

Dated at: Taylors, S. C. 2-7-68
 Date

State of South Carolina
 County of Greenville

Personally appeared before me J. D. Whichard (Witness) who, after being duly sworn, says that he saw the within named Ruthel and Freida Wynn with John W. and Ruth S. Clark (Borrowers) sign, seal, and as their act and deed in the within written instrument of writing, and that deponent with C. T. Gaines (Witness) witnesses the execution thereof

Subscribed and sworn to before me
 this 7th day of February, 1968
J. D. Whichard (Witness sign here)

Notary Public, State of South Carolina
 My Comm. Exp. 11/17/71
 SC-757R

Recorded February 28, 1968 At 9:30 A.M. # 22655

SATISFIED AND CANCELLED OF RECORD
13 DAY OF Nov. 1972
Elizabeth Riddle
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 3:15 O'CLOCK P.M. NO. 14290

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 11 PAGE 594

PUBLIC RECORDS
 FEB 15 1968
 070-189
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