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REAL PROPERTY AGREEMENT

BOOK 838 PAGE 620

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 State and County aforesaid, Chick Springs Township, lying on the north side of the road that leads from the Reid School Road to the State Highway No. 415 by way of Pleasant View Baptist Church, being bounded on the east by lot previously conveyed by me to Claude W. Dill, on the south by the said road and other lands of myself, on the west and north by other lands of myself, and being a part of the same tract of land that was conveyed to me by A. H. Bridwell Estate, and having the following courses and distance, to wit:

Beginning on a nail and stopper in the center of the said road and on the Claude W. Dill line, and runs thence with the said line, N.32-45W. 28 feet to an iron pin on the banks of the road, thence continuing with the same course for a total distance of 300 feet (passing over the rear corner of the Dill lot for a distance of 100.3 feet); thence S.57-15W. 265 feet to an iron pin in open field; thence S.32-45E. 300 feet to a nail and stopper in the said road (iron pin back online at 40 feet); thence with the said road N.57-15E. 265 feet to the beginning corner, containing One and Eighty Three One Hundredths (1.83) Acres, more or less. The above lot is a part of the same tract of land conveyed to me by deed recorded in the office of the R. M. C. for Greenville County in Deed Book 120 at page 448.

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 C. T. Gaines x James R. Turner  
 Witness Oland G. Roach x Mary J. Turner

Dated at: Taylors, Greenville County, S. C. February 28, 1968  
Date

State of South Carolina  
County of Greenville

Personally appeared before me C. T. Gaines who, after being duly sworn, says that he saw the within named James R. Turner and Mary J. Turner who, after being duly sworn, says that he saw the within named James R. Turner and Mary J. Turner sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Oland G. Roach witnesses the execution hereof.

Subscribed and sworn to before me this 28th day of February, 1968  
C. T. Gaines (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

sc-75-R 1-71 Recorded March 1, 1968 At 9:30 A.M. # 22887

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 8 PAGE 171

SATISFIED AND CANCELLED OF RECORD  
1972 DAY OF June 1972  
Ollie Turner  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:30 O'CLOCK A.M. NO. 34495