

① 13
X44
DEC 6 1968

13732 REAL PROPERTY AGREEMENT

BOOK 857 PAGE 360

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 lot of land lying in the State of South Carolina, County of Greenville on the Southern side of Crescent Avenue shown as Lot No. 30 on plat of Crescent Terrace recorded in the R.M.C. Office for Greenville County in Plat Book E at page 137 and being further described as follows:

BEGINNING at an iron pin on the southern side of Crescent Avenue at the joint corner of Lot No 30 and property now or formerly owned by H. B. Tindal which point is 280 feet in an easterly direction from the southeastern corner of the intersection of Crescent Avenue and Capers Street and running thence along said Tindal property S. 5-41 E. 250 feet to an iron pin tthe corner of Lot No 33; thence along line of Lot No. 33 N. 84-40 E. 70 feet to an iron pin at the corner of Lot No. 31; thence along the line of Lot No. 31 N. 5-41 W. 250 feet to an iron pin on the northern side of Crescent Avenue; thence along Crescent Avenue N. 84-40 E. 70 feet to the point of beginning.

Being the same property conveyed to W. L. Wylie by deed recorded in Deed Book 110 at Page 56 and being devised to Rose B. Wylie as will appear by reference to the will of W. L. Wylie recorded in Apatment 424 at File 18, in the Office for the Probate Court for Greenville 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. Clarence Hopke x Robert L. Ramsey
 Witness Frances Lawson x Tonia Horstman Ramsey

Dated at: Greenville 11-21-68
Date

State of South Carolina
County of Greenville

Personally appeared before me J. Clarence Hopke (Witness) who, after being duly sworn, says that he saw the within named Robert L. Ramsey and Tonia Horstman Ramsey (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 22 day of November, 1968
Dianna E. Weaver
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

J. Clarence Hopke
(Witness sign here)