24548 APR 15 1969

REAL PROPERTY AGREEMENT

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(گ_{ار} ۲۰ In consideration of such loans and indebtedness as shall be made by or bacome 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

- 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
- 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

, State of South Carolina, described as follows: Greenville

All that lot of land in the county of Greenville, State of South Carolina, in Bates Township, shown as property of L.V. and Mae B. Patrick on plat recorded in the R.M.C. Office for Greenville County in Plat Book VVV at page 65...



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.
- 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 Startes Lawson) Broady's L. Knicker-Cl
Witness Timbre Willy & Bothy Bridge W
Dated at: Greenvill, S.C.) 1-17-69 Date
State of South Carolina
Country of - Greenville
Personally appeared before me <u>Inancia</u> faw Som who, after being duly sworn, says that he saw
the within named broadus - Betty Siduell sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with E. Partie Suffer
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this My day of Upril, 1969 Irances Lawson 1.
Dianne Kullaule (Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor
5-1-78 Recorded April 15, 1969 At 9:15 A.M. # 24548

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the Citizens and Southern National Bank of South Carolina, a national banking association, neerby certifies that that certain agreement entitled "Real Property Agreement" made by Broadus Y Belly Sudwell to The Citizens and	
withern National Bank of South Carolina, as Bank, dated 4-14 1969, and re-	
Single National Sank Constitution of Constitution of South Constitution of	
in the office of the Recorder in the County of Greenville, State of South Carolina, on	
april 15 1769, Dec at 866 at Pogo 80, has been terminated and the undertak-	
nor therein described discharged	
The Citizens and Southern National Bank of South Carolina	
me Chizers and a Chizers	4. <i>19</i> .
Witness Silving a specific and the second se	
The Citizens and Southern National Bank of South Carolina Witness Sicky Lynn By M. F. Austin L.	
SATISFIED AND CANCELLED OF RECORD	

Oct. 1970 Collie Farmworth

R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:30 O'CLOCK P M. NO. 865/