4 X + X 1969

REAL PROPERTY AGREEMENT

VOL 860 PAGE 557

 C_{10}

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

- l. 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 t those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property scribed 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 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

25563

All that certain piece, pareel or lot of land with the buildings and improvements thereon situate, lying and being on the Northeast side of the Prushy Creek Road, thereon the West side of the road leading to Taylors, in Chick Springs Township, in Chick Springs Tow Greenville, County, South Carolina, being shown as a portion of Lot 1 on Plat of Property of Warren Walker Estate made by W.J.Riddle, Surveyor, May 6, 1921, recorded in the R.M.C. Office for Greenville, County, S.C., in Plat Fook "L" at page 75.

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 save 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.

4-24-69

State of South Carolina

within named <u>alwim</u>

sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with

Subscribed and sworn to before me this 24 day of

_ , 19<u>6</u>9

Notary Public, State of South Carolina
My Commission expires at the will of the Recorded April 25, 1969 At 9:00 A.M. # 25563 5-1-78

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 15

SATISFIED AND CANCELLED OF RECORD May .. 1973. DAY OF Jankerslee R. M. C. FOR GREENVILLE COUNTY S. C. 4:15 O'CLOCK P. M. NO. 31688