FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 _PAGE <u>584</u>

Aug: 1974 OF M. C. FOR GREENVILLE COUNTY, S. C. P.__M. NO. _ O'CLOCK ...

4390 REAL AUG 2 1 1969 REAL PROPERTY AGREEMENT

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FILED

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 (hereinefter 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 <u>Greenville</u> , State of South Carolina, described as follows:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina designated a Lot 27 on plat of Drexel Terrace, dated April 1, 1961, prepared by Piedmont Engineering Service, recorded in the R.M.C. Office for Greenville County in Plat Book QQ, page 177.

Beginning at a point on the southerly side of Dellrose Circle, joint Lots 27 and 28.

The above described property is the same conveyed to the mortgagors The above described property is the same the R.M.C. Office for Greenville, by the deed of Drexel, Inc. recorded in the R.M.C. Office for Greenville,

AUG 2 1 1959 ... and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other money whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account billed. The property and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in it own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to recipie, receipe for and the 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 aums beginning unpaid to then remaining unpaid principal and interest of any obligation or indebted-then remaining unpaid to Bank to be due and payable forthwith.

 5. That Bank way and it to be the said 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 Mary Williams 8-14-69 Personally appeared before me mary wallams ... Mc allum ... Mary Jane m. Mc allum who, after being duly sworn, says that he saw the within named E.E. McCollum, M.D. Janu m. Mc(allum) sign, seal, and act and deed deliver the within written instrument of writing, and that deponent with G.W. Hugh Brown (Witness) witnesses the execution thereof. Subscribed and sworn to before me this 14 day of august Mary Williams (Witness sign here) _ , 19<u>69</u> Dianne R. Waver Notary Public, State of South Caroli My Commission expires at the will of el sc-75 5-1-78

Recorded August 21, 1969 At 9:15 A.M. # 4390