

1-23-

AUG 25 3 53 PM '69  
REAL PROPERTY AGREEMENT  
OLLIE FARNSWORTH

VOL 874 PAGE 431

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:

Located at 412 Seven Oaks Drive in Chanticleer subdivision, Greenville, S. C. Beginning at an iron pin on the southern side of East Seven Oaks Drive, joint front corner of Lots 97 and 98, and running thence with the line of Lot 97, S. 42-41 W. 167 feet to pin; thence S. 51-53 E. 120.45 feet to pin at rear corner of Lot 99; thence with the line of Lot 99, N. 42-41 E. 157-5 feet to pin on East Seven Oaks Drive; thence with the southern side of said Drive, N. 47-19 W. 120 feet to the point of beginning.

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 Alwina T. Hallyburton x Neville P. Lewis

Witness Joan C. Turner x Mrs. D. O. Lewis

Dated at: Greenville, South Carolina Aug. 25, 1969  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Joan C. Turner who, after being duly sworn, says that he saw the within named Neville P. Lewis and Mrs. N.P. Lewis (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Alwina T. Hallyburton (Borrowers) (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 25 day of Aug., 1969 Joan C. Turner (Witness sign here)

Patricia S. House  
Notary Public, State of South Carolina  
My Commission expires ~~at the will of the Governor~~ 3-21-79

Recorded August 25, 1969 At 3:53 P.M. # 4716

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 23 PAGE 132

SATISFIED AND CANCELLED OF RECORD  
18 DAY OF Sept. 1975  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:23 O'CLOCK 2 M. NO. 7380