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FIGAND 5
15051 X/H
JAN 5 1970 REAL PROPERTY AGREEMENT

VOL 882 PAGE 191

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:

Near the city of Greenville, on the South west corner of the intersection of Nimitz St. and Ivydale Drive, formerly Church Hill Ave. being known and designated as lot #14 on Plat of Piedmont prepared by Dalton and Neves, dated Dec. 1944, recorded in RMC Office for Greenville County in Plat Book KK, at page 45 and according to said plat having the following meters and bounds to wit:

Beginning at an iron pin on the South West corner of the intersection of Nimitz St. and Ivydale Dr., and running thence with the south side of Nimitz St., N 66-00W 177.5 feet to an iron pin, front corner of lot #15, thence with the line of said lot S 24-00 W 60 feet to an iron pin at the rear corner of lot #13, thence with the line of said lot, S 66-00E, 177.7 feet to an iron pin on the west side of Ivydale Drive Thence with the west side of said Drive N 23-55 E 60 feet to the beginning corner.

The above described property being the same conveyed to the Mortgagors by R.P. and Ester Medlock by deed recorded in the RMC office for Greenville County in Deed book 563 at page 248.

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 L. A. Dally x J. L. Parker
Witness Francis Lawson x

Dated at: Greenville, S.C. 12-29-69
Date

State of South Carolina
County of Greenville

Personally appeared before me Jerry C. Dillman who, after being duly sworn, says that he saw the within named J. L. Parker (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Francis Lawson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 29 day of December, 1969
Dianna R. Weaver (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-75
5-1-78

Recorded December 5, 1970 At 1:00 P.M. # 15051

Citizens and Southern National Bank of South Carolina, a national banking association, certifies that that certain agreement entitled "Real Property Agreement" or

J. L. Parker to The National Bank of South Carolina, as Bank, dated 12/29 1969 in the office of the Recorder in the County of Greenville, State of South Carolina, Jan 5 1970, Docket 882 at Page 191, has been terminated and the therein described discharged.

Citizens and Southern National Bank of South Carolina
By J. William Hughes
Dianna Weaver
Francis Lawson

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Feb. 1970
Oliver Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S.C.