

APR 23 1970

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23211

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REAL PROPERTY AGREEMENT

Mrs. C. E. Inworth

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:

ALL that lot of land situate, lying and being in School District No. 519, Greenville, S.C. Being known and designated as lot No. 5 in Block A, Jefferson Heights, as shown on plat recorded in the RMC Office for Greenville County, S.C. in Plat Book C at page 34, and having a frontage on First Avenue of 25.5 feet and a depth in parallel lines of 87.5 feet, and being the same property conveyed by deed recorded in Deeds Volume 786 at page 294.

As a part of the consideration hereof, the Grantee agrees to assume and pay, according to its terms, that certain note and mortgage given to Miss Jane S. Cothran, on which there is a balance due of \$1,846.59; said mortgage being recorded in Mortgages Volume 1014 at page 272.

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 J. William Hughes x Fred D. Chapman
 Witness James H. Middleton x
 Dated at: Greenville, S.C. 4-10-70
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me J. William Hughes who, after being duly sworn, says that he saw
 the within named Fred D. Chapman (Borrowers) sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with James H. Middleton
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 10 day of April, 1970
Dianne R. Lueauer
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded April 23rd, 1970 at 3:00 P.M. #23211

SATISFIED AND CANCELED OF RECORD
28th DAY OF June 1977
Donnie S. Santorsteig
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:55 O'CLOCK A M. NO. 36088

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 49 PAGE 21