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REAL PROPERTY AGREEMENT

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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 piece, parcel or lot of land in Chick Springs Township, County of Greenville, South Carolina, School District #285, and shown and designated as Lot No. 49 on a plat of BURGESS HILLS, Plat No. 1, prepared by Piedmont Engineering Service of Greenville, S. C., and recorded in the R.M.C. Office for Greenville County in Plat Book Y, pages 96-97, and having the following courses and distances, to-wit:

BEGINNING at the joint corner of Lots Nos. 48 and 49 on the northwest side of Hillside Drive, and running thence therewith N. 58-37E. 100 feet to the corner of Lot No. 50; thence as the dividing line of Lots Nos. 49 and 50, N. 23-47 W. 176.4 feet to the joint rear corner of said lots on the line of Lot No. 46, at an angle, thence as the dividing line of Lots Nos. 46 and 49, S. 39-35 W. 132.8 feet to the joint rear corner of Lots Nos. 46, 47, 48 and 49; thence as the dividing line of Lots Nos. 48 and 49, S. 31-23 E. 131.6 feet to the beginning corner, bounded on the northeast by Lot No. 50; on the southeast by Hillside Drive; on the southwest by Lot No. 48 and on the northwest by Lot No. 46.

This is the same property conveyed to T. D. Christopher by Burgiss Hills, Inc. by deed recorded in Deed Book 636, page 115, R.M.C. Office for Greenville County.

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 E. R. ... x Hawkins M. Cook

Witness Jody Campbell x Mary Ann Cook

Dated at: Greer, South Carolina June 22, 1970  
Date

State of South Carolina

County of Greenville

Personally appeared before me Charles H. Welch who, after being duly sworn, says that he saw

the within named Hawkins M. Cook and Mary Ann Cook sign, seal, and as their

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

witnesses the execution thereof.

Subscribed and sworn to before me

this 22nd day of June, 1970 Charles H. Welch (Witness sign here)

Patricia P. Hunt

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

Recorded June 30, 1970 At 3:15 P.M. # 28862