

AUG 6 1970

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3149

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 certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, on the west side of State Highway No. 14 and the southeastern side of Phillips Road, and having courses and distances according to survey and plat by H. S. Brockman, Surveyor, dated April 26, 1956, as follows, to-wit:

BEGINNING at an iron pin in State Highway No. 14 at the intersection of Dillard Road, and running thence along said Highway, N. 4-43 E. 364 feet to a nail in the road at the intersection of Phillips Road; thence along the center of the Phillips Road, S. 48-32 W. 200 feet, S. 38-54 W. 147 feet and S. 29-56 W. 100 feet to a nail in the road; thence S. 83-50 E. 262.5 feet to iron pin on or near edge of said Highway No. 14; thence same course 28.5 feet to center of said Highway, the beginning corner.

This is the same property conveyed to the mortgagor herein by A. P. Burnett by deed recorded in Deed Book 559, Page 536, 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 Jody Campbell x Woodie Edwards
Witness Charles H. Welch x Helen G. Edwards

Dated at: Greer, South Carolina July 31, 1970

State of South Carolina
County of Greenville

Personally appeared before me Jody Campbell who, after being duly sworn, says that he saw the within named Woodie Edwards and Helen G. Edwards sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Charles H. Welch witnesses the execution thereof.

Subscribed and sworn to before me this 31st day of July 1970
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded August 7, 1970 At 3:30 P.M. # 3149

SC-75-R

SATISFIED AND CANCELLED OF RECORD
31 DAY OF Oct. 1975
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:56 O'CLOCK A.M. NO. 11570

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 34 PAGE 151