

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 3 PAGE 281

1.25 ✓ AUG 12 1970 AUG 12 1970
XXX3536 REAL PROPERTY AGREEMENT VOL 896 PAGE 110

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 in the city of Greenville, county of Greenville, State of South Carolina, known and designated as lot no. 108 or plat of Augusta Circle subdivision recorded in the P.M.C. Office for Greenville County, S. C., in plat book F, page 23, said lot having a frontage of 51.15 feet on the southeast side of West Paris Road, a depth of 157.7 feet on the south side, a depth of 118.5 feet on the north side and a rear width of 50 feet.

This is the same lot conveyed to grantor by Pubby H. Kennemore, by deed recorded July 15, 1958 in deed volume 602 page 81 of the P.M.C. Office for Greenville County, S. C. and is conveyed subject to restrictions recorded in deed book 96 page 127.

The grantees assume and agree to pay that certain mortgage given by grantor to Aiken Loan and Security Company in the original amount of \$8,700.00 recorded in the P.M.C. Office for Greenville County in mortgage volume 752 page 171, on which there is a balance due of \$8,166.53.

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 Debbie Parker x Elizabeth M. Elrod
Witness Glenn Arrwood x Libby L. Elrod
Dated at: Greenville 8/11/70
Date

State of South Carolina
County of Greenville
Personally appeared before me Debbie Parker who, after being duly sworn, says that he saw
the within named Elizabeth M. Elrod (Witness) sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Glenn Arrwood
witnesses the execution thereof.

Subscribed and sworn to before me
this 11 day of August, 1970
Debbie Parker
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
1-05-175 MY COMMISSION EXPIRES DECEMBER 3, 1970 Recorded August 12, 1970 At 3:30 P.M. # 3536