

125
DEC 16 1970
Mrs. C. L. Linnworth
R. M. C.

DEC 16 1970 14155
REAL PROPERTY AGREEMENT

VOL 904 PAGE 509

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

Anderson, State of South Carolina, described as follows:

All that certain piece, parcel or tract of land situate lying and being in the State of South Carolina, County of Anderson and according to a plat by John C. Smith Surveyor, dated Sept. 2, 1967, said tract contains 24.15 acres, more or less, and is more particularly described as follows to wit:

BEGINNING at a point in the center of a tar and gravel road at the Southeast corner running thence S. 70-00, W. 684.6 feet to a point across the branch, thence N. 60-15 W. 660 feet to a point across the branch near the intersection of two branches, thence down the branch, the branch being the line, approximately 700 feet to a point of the line of Oscar Anderson, thence leaving the branch, and running North 39-00 E. 653.4 feet to a point on a branch; thence up the branch, the branch being the line, approximately 160 feet to a point at the old road and a branch; thence down the center line of the old road N. 35-50 W. 255 feet to a point in the center of the tar and gravel road; thence down the center of the tar and gravel road as follows: S. 66-55 East 965 feet, S. 50-40 East 235 feet to the point of beginning.

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 Rebecca G. Limbaugh / Larry Wigington
 Witness Dan L. Moyd x LaBerle Wigington
 Dated at: Greenville November 7, 1970
Date

State of South Carolina
County of Greenville

Personally appeared before me Rebecca G. Limbaugh who, after being duly sworn, says that he saw the within named Larry Wigington and LaBerle Wigington sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dan-L. Moyd witnesses the execution thereof.

Subscribed and sworn to before me this 7th day of December, 1970 Rebecca G. Limbaugh (Witness sign here)

Frances D. Landon
Notary Public, State of South Carolina
My Commission Expires NOVEMBER 23, 1980

Recorded December 16, 1970 At 1:15 P.M. # 14155

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 469

SATISFIED AND CANCELLED OF RECORD
10 DAY OF Nov 1970
Allie Tarnaworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:45 O'CLOCK P M. NO. 13328