

JAN 25 1971
Mrs. C. E. Rainsworth

JAN 25 1971 17088
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, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 145 of Merrifield Park as shown on plat thereof prepared by C. O. Riddle, Engineer, October 1967, and recorded in the R.M.C. Office for Greenville County in Plat Book 000 at Page 177 and having, according to said plat, the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the southeastern side of Chatelaine Drive joint front corner of Lots 144 and 145 and running thence along the joint line of said lots, S. 37-40 E 145.8 feet to an iron pin, joint rear corner of Lots 144, 145, and 146; thence along the line of Lot 146, S. 30-19 W. 129.3 feet to an iron pin to the northern side of Glenwaye Drive; thence along the northern side of Glenwaye Drive, N. 59-41 W. 42 feet to an iron pin; thence following the curvature of Glenwaye Drive, the chords being N. 54-11 W. 63.9 feet and N. 43-11 W. 63.8 feet to an iron pin; thence continuing along the northern side of Glenwaye Drive, N. 37-40 W 5.5 feet to an iron pin; thence following the curvature of Glenwaye Drive as it intersects with Chatelaine Drive, the chord being N. 7-20 W. 35.4 feet to an iron pin on the southeastern side of Chatelaine Drive; thence along the southeastern side of Chatelaine Drive, N. 52-20 E. 135 feet to the beginning corner."

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 Carol B. Simpson x Mason Junior Crain
Witness Joan C. Turner x Donna Rae Crain

Dated at: Greenville, S.C. Jan. 22, 1971
Date

State of South Carolina
County of Greenville

Personally appeared before me Joan C. Turner (Witness) who, after being duly sworn, says that he saw the within named Mason Junior Donna Rae Crain (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Carol B. Simpson (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 22 day of Jan, 1971
Patricia A. House
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 3-12-79 Recorded January 25th, 1971 at 11:30 A. M. #17088

SATISFIED AND CANCELLED OF RECORD
28th DAY OF Oct. 1977
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:30 O'CLOCK P M. NO. 13264

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 52 PAGE 466