

185



MAR 18 1971

MAR 18 1971

21702

VOL 911 PAGE 80

REAL PROPERTY AGREEMENT

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 of that lot of land with the buildings and improvements thereon in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 1 on plat of Property of Donald E. Baltz recorded in the RMC Office for Greenville County, in Plat Book Z at page 187 and having the following metes and bounds to wit:

BEGINNING at an iron pin on the northeast side of Griffin Drive, the joint front corner of Lots Nos. land 2; thence with the joint line of said lots N. 56-50 E. 150.5 feet to an iron pin; thence N. 33-10 W. 57.2 feet to an iron pin on the southeast side of Columbia Circle; thence with the southeast side of Columbia Circle S. 66-37 W. 152.3 feet to an iron pin corner of Columbia Circle and Griffin Drive; thence with the northeast side of Griffin Drive S. 33-10 E. 80 feet to the beginning corner.

As part of the consideration for the within conveyance the grantees assume that mortgage on the above described property given by Lee B. Haselden and Callie B. Haselden to Aiken Loan and Security Company which mortgage is recorded in the RMC Office for Greenville County in Mortgage Book 705 at page 353.

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 H. Wendell Crist
 Witness Sandra McGaha x Phyllis J. Crist

Dated at: _____ Date

State of South Carolina
County of _____

Personally appeared before me Debbie Parker who, after being duly sworn, says that he saw the within named H. Wendell Crist ^(Witness) and Phyllis Crist ^(Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McGaha ^(Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 16th day of March, 1971
Frances W. Lawler ^(Witness sign here)

Notary Public, State of South Carolina
My Commission expires on the _____ day of the _____ month of _____, 1980
EXPIRES
SC-75

Recorded March 18, 1971 At 1:30 P.M. # 21702

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 7 PAGE 424

SATISFIED AND CANCELLED OF RECORD
22 DAY OF May 1972
Oliver J. Jamieson
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:09 O'CLOCK P M. NO. 31701