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APR 28 1971

APR 28 1971 25356 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:

BEGINNING on a stake on the northern side of the said Brushy Creek Road at the intersection of Circle Drive, and running thence with the common line of this lot and of Lot no. 1 as shown on plat of subdivision of Grace W. Schiletter property, S. 77-16 W. 231 feet to an iron pin on the line of Lot No. 34 of the Schiletter property; thence a new line, S. 25-30 E. 198 feet to a nail and cap in the center of the Brushy Creek Road; thence N. 51-36 E. 96 feet to a turn; thence N. 20-30 E. 183 feet to the beginning corner.

ALSO all that other certain piece, parcel or lot of land situated, lying and being in the State and County aforesaid, in the City of Greer S. C., adjoining the above described lot and being shown as Lot No. 1 on plat of property of Mrs. Grace W. Schiletter made by H. L. Dunahoo, September 29, 1947, and having the following courses and distances, to-wit:

BEGINNING on a stake on the northeast side of the Brushy Creek Road at the intersection of Circle Drive, and runs thence with the west margin of the said Circle Drive, N.3-00W. 50 feet to a stake, joint corner of Lots Nos. 1 and 2; thence with the common line of lots Nos. 1 and 2, in a western direction, 178 feet to a stake on the line of Lot No. 34; thence with the common line of Lots No. 1 and 34, in a southern direction, 60 feet to a stake on the

and hereby irrevocably authorize and direct its lessees, assignees, executors 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.

line of the above described lot; thence with the common line of the two lots N. 77-16E. 184 feet to beginning.

Witness Dellie Parker x Marian L. Pitt  
Witness Sandra M. Gaha x Donna M. Pitt

Dated at: Greenville 4-26-71  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Dellie Parker who, after being duly sworn, says that he saw the within named Marian and Donna Pitt sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra M. Gaha witnesses the execution thereof.

Subscribed and sworn to before me this 26 day of April 1971  
Dellie Parker (Witness sign here)

Frances B. Hester  
Notary Public, State of South Carolina  
My Commission expires SEPTEMBER 23, 1980

Recorded April 28, 1971 At 9:30 A.M. # 25356

SATISFIED AND CANCELLED OF RECORD  
17th DAY OF Jan 1973  
Donna D. Lanberry  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:45 O'CLOCK P.M. NO. 20130

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 13 PAGE 175