

26748

VOL 914 PAGE 641

MAY 11 1971

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. Herely 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 Greenville County, State of South Carolina, being shown as Lot 122 on a plat of Chanticleer recorded in Plat Book WWW at page 19 in the RMC Office for Greenville County, said lot fronting on Chapman Road.

Being the same property conveyed to the grantor by deed recorded in Deed Book 903 at page 34

This property is conveyed subject to restrictions, easements and rights of way of record affecting said property.

As part of the consideration for this conveyance, grantee assumes and agrees to pay the balance due on the mortgage of Fidelity Federal Savings & Loan Association executed on January 15, 1971, in the original amount of \$41,000.00, upon which there is a balance of \$41,000.00, recorded in Mortgage Book 1178 at page 180.

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 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 Alwina T. Hallyburton x Frank D. Larkins

Witness Joan C. Turner x Katherine G. Larkins

Dated at: Greenville, South Carolina 5/10/71 date

State of South Carolina

County of Greenville

Personally appeared before me Alwina T. Hallyburton who, after being duly sworn, says that he saw the within named Frank D. Larkins & Katherine G. Larkins sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Joan C. Turner witnesses the execution thereof.

Subscribed and sworn to before me this 10 day of May 1971 Alwina T. Hallyburton (Witness sign here)

Notary Public, State of South Carolina My Commission Expires at the will of the Governor

1-05-175 My Commission Expires Recorded May 11, 1971 At 3:30 P.M. # 26748

3-12-79

SATISFIED AND CANCELLED OF RECORD

15 DAY OF Feb. 1974 Bonnie S. Tankersley R. M. S. FOR GREENVILLE COUNTY, S. C. AT 11:00 O'CLOCK P.M. NO. 20301

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 21 PAGE 467