

JUN 16 1971

30535

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Mrs. Ollie Farnsworth
R. M. C.

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 that piece, parcel, or tract of land with buildings and ~~improvements~~ improvements thereon situate, lying and being in the County of Greenville, City of Greenville State of South Carolina containing 1/3 of one acre, more or less and being known and designated at Lot No. 1 of Subdivision of Lots 10 and 11 of John Burdine Estate and having according to a more recent survey of said property made by J. C. Hill on July 10, 1950, the following metes and bounds, Said property ~~now~~ being on the Western side of Hampton Avenue and being also known said property being designated as No. 517 Hampton Avenue according to present nomenclature.

BEGINNING at an iron pin on the Southeastern side of Hampton Avenue, which pin is 368.3 feet East and Echols Street and running thence with the Southwest side of Hampton Avenue, S. 4110 East 83.55 feet to iron pin; thence S. 41-21 W. 236.5 feet to an iron pin; thence N. 89-45 W. 84.3 feet to an iron pin on Hampton Avenue, 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 Richard L. Roche x Frances M. Green
Witness Debbie Parker x

Dated at: Greenville June 15, 1971
Date

State of South Carolina
Greenville

County of _____
Personally appeared before me Richard L. Roche who, after being duly sworn, says that he saw the within named Frances M. Green (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Debbie Parker (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of June, 1971 Richard L. Roche (Witness sign here)

Frances D. Davis
Notary Public, State of South Carolina
My Commission Expires at the Will of the Governor

1-05-175 NOVEMBER 23, 1980 Recorded June 16, 1971 At 3:00 P.M. # 30535

SATISFIED AND CANCELLED OF RECORD
30 DAY OF July 1973
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:00 O'CLOCK 2. M. NO. 3122

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 17 PAGE 872