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Willie Farnsworth
R. M. C.
1971

JUL 8 1971 751

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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 lot of land in the Eastern side of Elm Street, in the City of Greenville, Greenville Township, Greenville County, State of South Carolina, being known and designated as Lot No. 4 on plat of the property of C. B. Martin and J. A. Hicks, made by R. E. Dalton, Engineer, in November 1922, not recorded and also being known as property of Willie Davis and Lillie Neal Davis and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book 4 C at page 79 and being described therein as follows:

~~XXXX~~ BEGINNING at an iron pin on the Eastern side of Elm Street, said pin being 125.8 feet from the Northwest intersection of Elm and Otis Streets and running thence N. 62-17 E. 122.5 to an iron pin at joint rear corner of Lots Nos. 4 and 5; thence S. 19-08 E. 59.5 feet to an iron pin at joint corner of Lots Nos. 4 and 3; thence with line of Lot No. 3 S. 55-33 W. 103.6 feet to an iron pin on Elm Street. thence with the Eastern side of Elm Street N. 36-10 W. 72 feet to the point of beginning.

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 x Lillie Davis
 Witness Sandra McEhee x x Willie Davis
 Dated at: Greenville 7-2-71
Date

State of South Carolina
 County of Greenville
 Personally appeared before me Debbie Parker who, after being duly sworn, says that he saw the within named Lillie & Willie Davis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McEhee witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

Subscribed and sworn to before me
 this 2 day of July, 1971
Notaricus S. Adams
 Notary Public, State of South Carolina
 My Commission expires 12-31-73
 My Comm. No. 11700 Governor

1-05-175 3-12-73 Recorded July 8, 1971 At 1:30 P.M. # 751

SATISFIED AND CANCELLED OF RECORD
 19TH DAY OF June 1984
Donna S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 10 O'CLOCK A. M. NO. 3999

FOR SATISFACTION TO THIS MORTGAGE ~~SEE~~
 SATISFACTION BOOK 85 PAGE 1536