

PAID IN CONSIDERATION
125
RECORDING FEE

JUL 21 1971
Mrs. Olive Farnsworth
R. M. C.

2096 JUL 21 1971

PROPERTY AGREEMENT

VOL 921 PAGE 19

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 certain piece or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chicks Springs Township, located near the corporate limits of the City of Greer, and southwest therefrom, lying on the north side of West Road, being shown and designated as Lots Nos. 21 and 22 on a plat for the J. H. James Estate by S. C. Moon, Surveyor, dated October, 1940, recorded in the R. M. C. Office for Greenville County in Plat Book K. at pages 286, 287. Each of the said lots from 50 feet on the north side of West Road and have a rear width of 50 feet. The east line of Lot No. 21 measures 232 feet, the common line between measures 240 feet and the west line of Lot. 22 has a depth of 248 feet.

The above described lots are a portion of that property conveyed to Nellie Pruitt by G. G. Harvey by deed dated December 18, 1946, recorded in the R. M. C. Office for Greenville County in Deed Book 304, page 134; and was conveyed to the within named Mortgagor by deed of Nellie Pruitt and is to be recorded herewith.

Reference is hereby made to the above mentioned plat in record thereof for a complete and detailed description of said lots.

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 Joseph E. C. Moon
Witness Sandra Mc Gaha x x Betty Moon

Dated at: Greenville 7-2-71
Date

State of South Carolina
County of Greenville

Personally appeared before me Debbie Parker (Witness) who, after being duly sworn, says that he saw the within named Joseph C and Betty Moon (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra Mc Gaha (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 2 day of July, 19 71 Debbie Parker (Witness sign here)

James D. Hays
Notary Public, State of South Carolina
My Commission Expires NOVEMBER 23, 1980
SC-75

Real Property Agreement Recorded July 21st, 1971
at 2:45 P. M. #2096

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 25 PAGE 202

SATISFIED AND CANCELLED OF RECORD
9 DAY OF August 1974
Bernie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY S. C.
AT 4:45 O'CLOCK P. M. NO. 4125