

VOL 924 PAGE 631
REAL PROPERTY AGREEMENT

NO FEE
 125

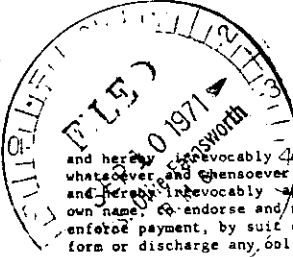
In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or 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 lot of land situate, lying and being in the County of Greenville, State of South Carolina, in Chick Springs Township, on the southern side of Cannon Lane and being shown and designated as Lot No. 30 on Plat of Edwards Forest, Section 2, recorded in the R. M. C. Office for Greenville County South Carolina, in Plat Book RR page 21 and having according to said plat the following metes and bounds to wit:

BEGINNING on the southern side of Cannon Lane at the joint corner of Lots 36 and 38 and running thence with the line of Lots 36 and 37 S. 36-57 E. 164.3 feet to pin; thence with the rear line of Lots 53 and 52, N. 54-54 E. 100.05 feet to pin; at the rear corner of Lot 39; thence with line of Lot 39, N. 36-57 W. 167.5 feet to pin on Cannon Lane; thence with the southern side of Cannon Lane, S. 53-03 W. 100 feet to pin, 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 howsoever 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 Sandra McGaha x Kenneth E. Moody
 Witness George W. Lewis x Janelle S. Moody

Dated at: Greenville 9-9-71
Date

State of South Carolina
 County of Greenville
 Personally appeared before me SandFa McGaha who, after being duly sworn, says that he saw the within named Kenneth E. Moody and Janelle S. Moody sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with George W. Lewis witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of September, 1971
Sandra McGaha (Witness sign here)

James D. Hanson
 Notary Public, State of South Carolina
 My Commission expires ~~at the will of the Governor~~
 1-05-175 11-23-8 Recorded September 10, 1971 At 2:30 P.M. # 7486

SATISFIED AND CANCELLED OF RECORD
27th DAY OF Sept 1971
Hessie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 11:15 O'CLOCK A M. NO. 8434

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 41 PAGE 831