ISPACTION TO THIS MORTGAGE SEE SATSFACTION BOOK 34 -PAGE_28

Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C AT 11:30 O'CLOCK 3. M. NO. 11283

OCT 12 1971 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 (hereinefter 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
- 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
- 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

<u>Greenville</u> , State of South Carolina, described as follows:

Beginning at an Iron pin on the East side of West Ave. Corner of lots Nos. 53 and 54. Thence with line of said lots, N. 73-25 E. 140 ft. to an Iron pin thence with line of Lot No. 52, S. 13-18E. 65 feet to an Iron Pin thence S. 73-25W. 140 ft. to a post on said Ave. thence with said Ave. N13-18W. 65 feet to the beginning corner, being the same conveyed to me by Georgia W. Adkins by deed of even date herewith, not yet recorded.

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 negotiete 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 Dank 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 (CRY (YMM)	x artillus Par	-0 472
VIETERS Debbie Carker	x Eddis and	es to
Dated at:	Date	
State of South Carolina		
County of Deliverele	_	
Personally appeared before me Decky f	who, after being dul	y sworn, says that he saw
the within named Artilles addless Thornes	die anders	sign, seal, and as their
(Borrowe act and deed deliver the within written instrument of writing, a	ind that deponent with	i Davru
witnesses the execution thereof.	(WI)	tness)
Subscrib)d and sworn to before me this 7 day, of Dalbler 19]	Lucki, XI	on I
Norsely Public, State of Bouth Carolina	(Withese sy	n here)
My Commission expires at the will of the Governor		
-05-175		

Real Property Agreement Recorded October 12, 1971 at 2:45 P. M., #10620