

RECORDING FEE PAID \$ 1.25

OCT 20 1971 Mrs. Ollie Farnsworth R. M. C.

11435

OCT 20 1971

REAL PROPERTY AGREEMENT

VOL 928 PAGE 63

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, parcel and tract of land, with all buildings and improvements thereon, containing 3.67 acres, more or less, and being located on the North side of a county road which leads in a westerly direction off Berry Road near Fork Shoals in the County of Greenville, State of South Carolina, and having the following description.

BEGINNING at an iron pin on the North side of a county road which leads in a westerly direction off Berry Road, joint front corner with property now or formerly of the Grantor and shown on a plat of property of Harley Moore, et al, dated December, 1969, made by Dalton & Neves Engineers, and running thence along with the line of said property N. 9-30 W. 693 feet to a point in a creek thence along and with the said creek with the creek being the line S. 81-0 W. approximately 231 feet more or less to an iron pin; thence S. 9-30 E. 693 feet to an iron pin on a county road which point is the joint corner with lands nor or formerly of J. M. Berry and W. P. Rodgers; thence with the North side of said county road, N. 81-0 W. 321 feet to the point and place 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 Robert D. Taber
 Witness Becky Lyons x Daisy M. Taber
 Dated at: Greenville 10-18-71
 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 Robert D. Taber & Daisy M. Taber (Borrowers) sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Becky Lyons
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 18th day of Oct, 1971
Frances S. Gause
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
11-23-80
Debbie Parker
 (Witness sign here)

1-05-175 Real Property Agreement Recorded October 20, 1971 at 4:30 P. M., #11435

SATISFIED AND CANCELLED OF RECORD
13th DAY OF April 1977
Bernie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:44 O'CLOCK P M. NO. 2749

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 46 PAGE 759