

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 7 PAGE 157

*Real Property Agreement*

SATISFIED AND CANCELLED OF RECORD  
DAY OF May 1972  
Ollie Jamnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:45 O'CLOCK P. M. NO. 22691

125 9 23990 REAL PROPERTY AGREEMENT VOL 937 PAGE 604

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 Pickens, State of South Carolina, described as follows:

All that certain piece, parcel or lot of and, situate, lying and being in the State of South Carolina, County of Pickens, about one-fourth (1/4) a mile East of Clemson accurately shown as Lot No. Forty (40) on the plat of T. A. Trively, registered Surveyor, dated August 6, 1948, recorded in the Clerk's office for Pickens County, South Carolina, in plat book 6, at pages 186 and 187, and described as follows: fronting to the southwest on Augusta Avenue a distance of one hundred (100) feet, ~~width~~ and running back between parallel lines North 30 degrees East to a depth of Two hundred (200) feet and having width at the rear of one hundred (100) feet, being bounded on the northeast by Lots Numbers Forty-Five (45) and Forty-Six (46) of said plat, on the southeast by Lot Number Forty-One (41) thereof, on the southwest by Augusta Avenue, and on the northwest by lot number (39) of said plat; and being the same identical land conveyed to Clemson Realty Co., a corporation by Leon V. Baker and Sula D. Baker by deed dated September 20, 1963 and recorded in Book of Deeds 10-X at pages 286 and 287, in the office of the Clerk of Court for Pickens County, South Carolina.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whosoever 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 pay and is hereby authorized to rely thereon.

Witness Roy C. Lawson x Harry T. Stewart  
Witness Ollie Alletts x Beth E. Stewart  
Dated at Greenville 23990

State of South Carolina  
County of Greenville  
Personally appeared before me Roy C. Lawson who, after being duly sworn, says that he saw the within named Harry T. Stewart & Beth E. Stewart sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ollie Alletts witnesses the execution thereof.

Subscribed and sworn to before me this 22nd day of Feb 1972  
Shirley B. Laird  
Notary Public, State of South Carolina  
My Commission expires at the end of the year

MVD-1 FEB 20 1972