

APR 18 1972
Mrs. Ann Farnsworth
R. M. C.

REAL PROPERTY AGREEMENT

175

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 lot of land in the city of Greenville, County of Greenville, state of S. C. being a part of Lot No. 33 Section C. on plat of Stone Land Company recorded in plat book A. page 341 of the R.M.C. Office for Greenville County and having according to said plat and a recent survey made Aughtt 1957, by R. W. Dalton, the following metes and bounds courses and distances, to wit:

BEGINNING at an iron pin on the south side of Croft Street, the joint front corner of Lots Nos. 33 and 35; thence with the joint line of said Lots. S. 1-41 W. 200 feet to an iron pin on the northern side of 16 ft alley; thence with the northern side of said of said Alley N. 83-12 W. 54.375 feet to an iron pin; thence with a new line through loyt no 33; N. 1-41 E. 260 feet to a point on the south side of Croft Street; thence with the south side of Said Croft Street S. 83-13 E 54.375 feet to the beginning corner.

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 J. Harold Middleton x Leticia Rasker
 Witness Marvella Yates x Sallie A. Rasker
 Dated at: Greenville 4-14-72
Date

State of South Carolina
 County of Greenville
 Personally appeared before me J. Harold Middleton who, after being duly sworn, says that he saw the within named Lettie Rasker & Sallie A. Rasker sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marvella Yates witnesses the execution thereof.
(Witness)

Subscribed and sworn to before me
 this 14th day of April, 19 72 J. Harold Middleton
James G. Shaw (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

1-05-175 11-23-80 Real Property Agreement Recorded April 18, 1972 at 10:00 A.M., # 28156

SATISFIED AND CANCELLED OF RECORD
16th DAY OF June, 1977
Annice S. Tank
 R. M. C. FOR GREENVILLE COUNTY, S.C.
 AT 2:00 O'CLOCK P M. NO. 34877