

RECORDING FEE
⑤ 1.25

4642 AUG 16 1972

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SOUTH CAROLINA

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REAL PROPERTY AGREEMENT

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 lying and being situate on the Westerly side of County Road in the County of Greenville, State of South Carolina; being shown and designated as Lot 13 on Map No. 1 of Spring-Forest Estates, Property of Urban and Rural Land Corp., near Simpsonville, South Carolina, by C. O. Riddle, dated November, 1956, as recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book "KK" at Page 117, and having, according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the Westerly side of County Road at joint front corners of Lots 12 and 13, which pin is 790 feet north of iron pin in the Northwest corner of the intersection of said County Road with Hart's Lane, and running thence along said joint line N. 84-07 W. 570.9 feet to an iron pin on the rear line of Lot 6; thence N. 24-59 E. 182.7 feet to an iron pin; thence N. 20-59 E. 131.7 feet to an iron pin at joint rear corners of Lots 13 and 14; thence with the joint line of the said Lots S. 84-07 E. 477.3 feet to an iron pin on the westerly side of County Road; thence along said County Road S. 5-53 W. 300 feet to an iron pin at joint front corner of Lots 12 and 13, 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 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 Manson Ralley x Woodrow A. Kelly
 Witness Sandra McShaha Judy A. Kelly
 Dated at: Greenville 8-14-72

State of South Carolina Greenville
 County of _____
 Personally appeared before me Manson Ralley who, after being duly sworn, says that he saw the within named Woodrow A. Kelly and Judy A. Kelly sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McShaha witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of Aug, 1972
Frances B. Dawson (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
11-23-80

1-05-175 Real Property Agreement Recorded August 16, 1972 at 12:00 P. M., # 4642

SATISFIED AND CANCELLED OF RECORD
25th DAY OF April 1977
Hannie S. [unclear]
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 12:30 O'CLOCK P. M. NO. 28671

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 47 PAGE 182