

RECORDING FEE
PAID \$ 1.25
1973
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REAL PROPERTY AGREEMENT

VOL 968 PAGE 8

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 or lot of land situate, lying and being in the State and County aforesaid on the southeasterly side of Berea Heights Road and known and designated as Lot 28 Berea Heights Addition as shown on plat recorded in the office of RMC for Greenville County in Plat Book EE at page 89 and having according to a more recent plat by Carolina Engineering and Surveying Company, entitled property of Ralph E. McDonald, Jr. and Sandra B. McDonald, dated January 18, 1968, the following metes and bounds:

BEGINNING at an iron pin in the southeasterly side of Berea Hgts Road at the joint front corner of Lots 28 and 29 and runs thence with the joint line of said lots, S. 39-10 E. 175 feet to an iron pin thence S. 51-50 W. 100 feet to an iron pin at the joint rear corner of Lots 27 and 28; thence with the joint line of Lots 27 and 28, N. 39-10 W. 175.0 feet to an iron pin on the southeastern side of Berea Hgts Road; thence along said road, N. 51-50 E. 100 feet to an iron pin, 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 Sandra McHaha x George W Lewis
 Witness Bettie C. Markham x John S Lewis
 Dated at: Greenville 2.12.73
Date

State of South Carolina
County of Greenville

Personally appeared before me Dandra McHaha who, after being duly sworn, says that he saw the within named George W Lewis John S Lewis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Bettie Markham witnesses the execution thereof.
(Borrowers) (Witness)

Subscribed and sworn to before me this 10th day of Feb, 1973
Frances H. Larkin
(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 February 20, 1973 at 2:15 P. M., # 23369

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 55 PAGE 46

SATISFIED AND CANCELLED OR RECORDED
6th DAY OF Feb, 1978
Dannie L. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:25 O'CLOCK P. M. NO. 23201