



FEB 28 1973

REAL PROPERTY AGREEMENT

RECORDING FEE \$25

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 of those certain pieces, parcels or lots of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lots Nos. 20, 21, 22, 23, 24 and 25 of Gladacres, as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "S" at page 13, and having according to said plat, the following metes and bounds, tp-wit:

BEGINNING at an iron pin on Gladys Drive, joint front corner of Lots 19 and 20, and running thence thence N. 58-51 E. 270.8 feet to an iron pin; thence S. 34-0 E. 182.4 feet to iron pin; thence S. 33-15 W. 288.5 feet to iron pin on Gladys Drive; thence with Gladys Drive, N. 48-0 W. 60 feet to iron pin; thence continuing with Gladys Drive, N. 32-39 W. 50 feet to iron pin; thence continuing with Gladys Drive, N. 31-09 W. 200 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 say and is hereby authorized to rely thereon.

Witness [Signature] x Kenneth C. Moore  
 Witness Richard L. Roche x x Mrs Lucy M. Moore  
 Dated at: Greenville 2/2/73  
 Date

State of South Carolina Greenville  
 County of Greenville  
 Personally appeared before me Jerry R. Roney who, after being duly sworn, says that he saw the within named: Kenneth C. Moore (Witness) Mrs Lucy M. Moore sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Richard L. Roche (Borrowers) witnesses the execution thereof. [Signature] (Witness)

Subscribed and sworn to before me this 27th day of Feb 1973 Jerry L. Lay (Witness sign here)  
[Signature]  
 Notary Public, State of South Carolina  
 My Commission expires at the 11-23-80 of the Governor

Real Property Agreement Recorded February 28, 1973 at 2:30 P.M. # 24337

**SATISFIED AND CANCELLED OF RECORD**  
 1976 DAY OF Nov 1975  
Dannie S. Tankersley  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:16 O'CLOCK P M. NO. 12204

FOR SATISFACTION TO THIS MORTGAGE SEE  
 SATISFACTION BOOK 92 PAGE 520