

RECORDING
PAID \$ 1.25

APR 4 1973

DONNIE S. TANKERSLEY

12

REAL PROPERTY AGREEMENT

VOL 971 PAGE 793

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 with all improvements thereon situate, lying and being in the State of South Carolina County of Greenville at the southeasterly corner of the intersection of Brookside Way and Marshall Court known as a part of the property of Sue C. Ashmore, and having according to a plat thereof prepared by Dalton and Neves, Engineers, dated June 1959, entitled Property of Jordan J. Newton recorded in the RMC Office for Greenville County, S.C, in plat book 00 at page 281 the following metes and bounds:

BEGINNING at an iron pin at the southeasterly corner of the intersection of Brookside Way and Marshall Court and running thence along the easterly side of Marshall Court S. 23051 E. 200 feet to an iron pin; thence N. 73-55 E. 85.7 feet to an iron pin at the corner of property now or formerly of J. D. Ashmore, Jr; thence along the line of the aforementioned property N. 25-30 W. 200 feet to an iron pin on the southerly side of Brookside Way; thence along the southerly side of Brookside Way. S. 74-32 W. 80 feet to an iron pin at 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 whenever 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 Kathryn R. Dickerson x William B. Long

Witness Robert L. Perry x Shieldor Rong

Dated at: Greenville 4-2-73
Date

State of South Carolina Greenville
County of Greenville

Personally appeared before me Kathryn R. Dickerson who, after being duly sworn, says that he saw the within named William B. Long Shieldor Rong sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robert L. Perry witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of March, 19 73
Sharon K. Hawn (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor 11-23-80 Real Property Agreement Recorded April 4, 1973 at 11:45 A.M. #28074

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 65 PAGE 673

DISPENSED AND CANCELLED OF RECORD
13th DAY OF April 19 72
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:00 O'CLOCK P. M. NO. 29794