

RECORDING FEE
PAID \$ 1.25

MAY 1 1973
DORRIS TANKERSLEY

REAL PROPERTY AGREEMENT

VOL 973 PAGE 623

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, situate, lying and being in the City of Greenville, Greenville County, State of South Carolina, being shown as Lot Number 16, Section E, Block F, on plat thereof, made by Enwright Assoc., dated 4-30-69, being the identical lot conveyed to the Grantor herein by deed of Irene H. Higgins, dated 5-7-69, recorded in Deed Book 868 at Page 633 in the RMC Office for Greenville County.

This property is conveyed subject to all easements, restrictions, zoning ordinances and rights of way of record and on the ground which affect said lot, if any.

This is the same property conveyed to the Grantors by deed recorded in Deed Book 936 at Page 314 in the RMC Office for Greenville County.

As a part of the consideration of this conveyance the Grantee hereby assumed and agrees to pay the balance of that certain mortgage in favor of Cameron Brown Company, present balance being \$10,792.59.

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 Richard L. Roche x x Bobby Joe Gibson
 Witness Peggy Grace x x Sharon Renee Gibson
 Dated at: Greenville 4-2-73
 Date

State of South Carolina Greenville
 County of Greenville
 Personally appeared before me Richard L. Roche who, after being duly sworn, says that he saw
 the within named Bobby Joe Gibson Sharon Renee Gibson sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Peggy Grace
 witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of April 19 73 Richard L. Roche
Frances H. Hays Real Property Agree. Recorded May 1, 1973 At 4:30 P.M.
 Notary Public, State of South Carolina # 30898
 My Commission expires at the will of the Governor

1-05-175

1-23-80

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 34 PAGE 373

SATISFIED AND CANCELLED OF RECORD
12 DAY OF Nov. 1975
Dorris Tankersley
 R. M. C. FOR GREENVILLE COUNTY S. C.
 AT 11:30 O'CLOCK A.M. NO. 12611