

MAY 29 1973
DONNIE S. TANKERSLEY

MAY 29 1973

REAL PROPERTY AGREEMENT

VOL 975 PAGE 568

RECORDED
INDEXED

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 in the State of South Carolina, County of Greenville, on the eastern side of Montrose Drive (formerly Babb Drive) in the City of Greenville being the western portion of Lot 37 as shown on a plat of the Estate of Tully P. Babb recorded in Plat Book QQ at pages 162 and 163 and described as follows:

BEGINNING at an iron pin on the eastern side of Montrose Drive, 488.6 feet north from Cleveland Street, at the corner of Lot 36; thence with the eastern side of Montrose Drive, N. 6-50 W. 240.2 feet to a concrete monument at the corner of Lot 38 A; thence with the line of said lot N. 83-22 E. 200 feet to an iron pin thence S. 6-50 E. 224.1 feet to iron pin in the line of Lot 36; thence with the line of Lot 36 S 84.-17 W 200 feet to the point of ~~beginning~~ 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 Bettie C. Markha x Louvy J. Caudell
 Witness Marcelene Yates x Lola M. Caudell
 Dated at: Greenville 5-25-73
Date

State of South Carolina Greenville
County of Greenville

Personally appeared before me Bettie C. Markha who, after being duly sworn, says that he saw the within named Louvy J. Caudell Lola M. Caudell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marcelene Yates witnesses the execution thereof.

Subscribed and sworn to before me this 25th day of May, 1973
J. Bruce Brown
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 11-23-80 Real Property Agreement Recorded May 29, 1973 at 3:00 P. M., # 34214

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 23 PAGE 103

SATISFIED AND CANCELLED OF RECORD
3 DAY OF May 1974
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 12:30 O'CLOCK P. M. NO. 27814