real property agreement page 696

In consideration of such loans and indebtedness as shall be made by or become due to COMPANY (bereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such leans 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 as follows:

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

- 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
- 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming dua to undersigned, as rental, or otherwise, and howsnever 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 on the southern side of Potomac Ave., City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 224, according to plat of Pleasant Valley prepared By Dalton & Neves in April 1946, recorded in the RMC Office for Greenville County, South Carolina in Plat Book P, page 92 and revised and recorded in said office in Plat Book P, page 114 and having, according to said plat, the following metes and bounds, to wit:

Beginning at an iron pin on the south side of Potomar Ave. in the southeast corner of the intersection of Potomac Ave. with Panama Avenue; thence S.O-08 E. 160 feet to an iron pin in line of Panama Ave; rear corner of Lots 224 and 279; thence N. 89-52 E. 60 feet to an iron pin, joint rear corner of Lots 224 and 225 thence N O-08 W. 160 feet to an iron pin, joint front corner of Lots 244 and 225. 225; thence along the southern side of Potomac Avenue S. 89-52 W. 60 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 du, 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.

5. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and uncil 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.

| Wilness Laura W. Sheer x | Jamins & Darker |
|--|-----------------|
| Witness Worna L. Hodge x | Letty D. Larker |
| red at: First Predment BK+Treast Co 7/5/73 | 7/5/23 |
| | Con # A |

Greenville Treer Laura Personally appeared before me who, after being duly sworn, says that he say vithin named Junius

1) + Betty (BORRER and deed deliver the within written instrument of writing, and that deponent with DONNA

ses the execution thereof.

Subscribed and sworn to before me day of July 1973 Line (Witness sign where)

Constitute of Sports Carolina

Commission expires 10, 1979 Real Property Agreement Recorded July 11, 1973 at 11:00 A. M.,

Ullimos 10, 1979 Real Property Agreement Recorded July 11, 1973 at 11:00 A. M.,

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FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK ____18

SATISFIED AND CANCELLED OF RECORD Jannie & Jankorsley R. M. C. FOR GREENVILLE COUNTY, S. C. <u>9:45 o'clock _д. м. No. _6662</u>