

OFFICE OF THE RECORDER OF DEEDS

Nov 26 2 44 PM '73

GROVER S. PARNELL, JR.
REAL PROPERTY AGREEMENT

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RECORDING FEE 125

DOHNIE S. TANKERSLEY

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. Heraby 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 lying, being and situate on the West side of Wood Road, in the Pleasant Grove Community, Chick Springs Township, County and State aforesaid, and having the following courses and distances, to-wit: Beginning at a point on the West side of Wood Road, said point being 87 feet from corner of a new road, and running thence with the Wood Road N. 40-32 E. 127 feet to Iron Pin at corner of the E. Y. Henderson property, thence with the Henderson property line N. 81-22 W. 302 feet to Iron Pin, thence with the J. A. Wood property line S. 8-38 W. 95 feet to an Iron Pin, thence with the J. A. Wood property line S. 8-38 W. 95 feet to an Iron Pin; thence with the Clarence and T. Milton Smith property line S. 78-15 E. 234.5 feet to an Iron Pin on the West side of Wood Road the beginning corner. This being the same property which was conveyed to grantor herein by Lewis L. Holladay by deed recorded in the R.M.C. Office for said County in Deed Book 776, page 94.

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 agree 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 place 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 Patsy P. Hunt x George C. Hindman
Witness Linda Aderholt Sara L. Hindman

Dated at: Greer, South Carolina Nov. 19, 1973
Date

State of South Carolina
County of Greenville

Personally appeared before me Patsy P. Hunt who, after being duly sworn, says that he saw the within named George C. Hindman and Sara L. Hindman sign, seal, and as their Linda Aderholt witnesses the execution thereof.

Subscribed and sworn to before me this 19th day of November, 1973

Notary Public, State of South Carolina
My Commission Expires at the end of the Governor
1-05-175

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