

REAL PROPERTY AGREEMENT

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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

Situated on the east side of Pine Street Extension in the City of Greer, Chick Springs township, designated as Lot No.10 on plat of the B. W. Burnett Property by J. H. Atkins, Surveyor, dated September 23, 1941, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the east side of Pine Street Extension, corner of Lots Nos. 10 and 11, and running thence along the dividing line of same, S. 89.40 E. 291 feet to an iron pin on Finley line; thence with said line, S. 1.10 E. 91.8 feet to an iron pin, corner of Lot No.9; thence along line of same, N. 89.45 W. 254.5 feet to an iron pin on the east side of Pine Street Extension; thence along the east side of said street, N. 25.10 W. 101 feet to the beginning corner.

This being the same property as conveyed to the mortgagors herein by deed from Virginia S. Parker, dated November 27, 1973, to be recorded herewith.

ALSO:

All that piece, parcel, or lot of land adjoining the above described lot, being a part of Lot No.11, and having the following courses and distances, to-wit: Beginning on an iron pin on the east side of the said Pine Street Extension, joint corner of lots 10 and 11, and runs thence with the common line of lots 10 and 11, S.89-40 E. 291 feet to an iron pin on the Mrs. Nancy W. Finley line; thence with the said line, N.1-10 W. 8.5 feet (eight and five-tenths feet) to an iron pin on the said line and on the rear line of lot No. 11; thence a new line, S. 88-20 W. 291 feet to the beginning corner, containing 1237 square feet.

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 Kay Jones, Linda Aderholt, Paul W. Smith, Jr. and Elizabeth V. Smith, dated July 25, 1975 at Greer, South Carolina

State of South Carolina, County of Greenville

Personally appeared before me Kay Jones, after being duly sworn, says that he is the within named Paul W. Smith, Jr. and Elizabeth V. Smith, and as their act and deed believe the within written instrument in writing, and that together with Linda Aderholt witnesses the execution thereof.

Subscribed and sworn to before me this 25 day of July 1975, Notary Public, State of South Carolina, My Commission expires at the end of the year.

RECORDED AUG 1 '75 At 12:30 P.M. # 2860

CITIZENS AND SOUTHERN NATIONAL BANK

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