The Citizens & Southern Ollie Farmworth

Mational Bank of South Carolina R. M. C. FOR URSENVILLE COUNTY, S. C.

A. G. Parker Sulley Inst. Loan Officer N. 4:37 O'CLOCK J. M. NO. 21142

Withour George N. Lewis

1,25

SEP 2 6 1963 - X REAL PROPERTY AGREEMENT

BOCK 732 FACE 374

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 (hereinefter 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, whicheast 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

All that piece, parcel or tract of land in the county of Greenville, state of South Carolina, known and designated as tract No. 9, containing 7.29 acres, on the southwest side of South Carolina Highway No. 14, on plat of Marsmen, Inc. recorded in plat book S page 75 of the RMC Office for Greenville County, and having according to said plat and a recent survey made by C. O. Riddle, December 6, 1957, the following metes and bounds, courses and distances, to-wit:

More particularly described in Book 638 of Deeds, page 461 R.M.C. for Greenville, County.



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 Klda // 11 x J Wardon
Witness Donna Dacus V Jennie C. Carson
Witness A Silver Ruccio
Dated at: Seeswell 9/8/63 Date
State of South Carolina
County of Secentrally
Personally appeared before me leba management who, after being duly sworn, says that he say
the within named J. E. And Jenny B. Carson sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with
Witness) (Witness)
Subscribed and sworn to before me
(Witness sign here)
Sociary Public, State of South Carolina
My commission expires at the will of the Governor
Recorded September 26, 1932 at 9:30 A.M. #9316