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2728

REAL PROPERTY AGREEMENT

BOOK 753 PAGE 450

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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, State of South Carolina, described as follows: All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in or near the city of Greenville, Greenville County, South Carolina, and being more particularly described as lot 10, Section C, as shown on a plat entitled "A subdivision of Woodside Mills, Greenville, S.C." made by Pickell & Pickell, Engineers, Greenville, S.C., January 14, 1950, and recorded in the R M C office for Greenville County in plat book W, at pages 111-117 inclusive. According to said plat the within described lot is also known as # 57 North 6th. Street and fronts thereon 58 feet. This is the identical property heretofore conveyed to the grantor herein by Woodside Mills by its deed dated May 1, 1950, and recorded in the R M C office for Greenville County in deed book 410, at page 68.

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 Dewey Webb x Hellon Smith
 Witness Albert M Finley x Milton Smith

Dated at: Greenville S.C. July 19, 1964

State of South Carolina
 County of Greenville

Personally appeared before me Dewey Webb who, after being duly sworn, says that he saw the within named MILTON AND HELLON SMITH sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. ALBERT M FINLEY

Subscribed and sworn to before me this 13 day of July, 1964 Dewey Webb
Robert McKealy (Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

SC-75-R Recorded July 22, 1964 At 9:30 A.M. # 2728

The debt hereby secured is paid in full and the lien of this instrument is satisfied this 3 of March 1966
Citizens and Southern National Bank of South Carolina
 By: W. L. Parris
 Witness: Janet Ousta
 Witness: Florence Renfro

SATISFIED AND CANCELLED OF RECORD
8 DAY OF March 1966
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A. M. NO. 25839