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2868

REAL PROPERTY AGREEMENT

1961 02 700

FILED JUL 23 1968 R. M. C.

BOOK

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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 further 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 lot of land in

Greenville County State of South Carolina in Saluda Township on the Northern side of Tugaloo Road and described as follows: BEGINNING at a stake on Tugaloo Road at the corner of property conveyed to B.S. Cothran, and running thence with line of said property N 21-30 E 465 feet to a stake; thence N 40 W 250 feet to a stake; thence N 21-30 E 530 feet to a stake; thence S 57-E 624 feet to a stake; thence S 30 W 350 feet to a stake; thence S 60 E 249 feet across a county road; thence along said road S 30 W 715 feet to Tugaloo Road; thence with said road N 83-30 W 233 feet to forks of road; thence still with the road N 35 W 321 feet to the beginning corner.

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 Paul J. Dilschap x J. D. Allison
Dan L. Moyd x Ollie Mae Allison
Dated at: July 21, 1964 July 21, 1964

State of South Carolina
County of Greenville

Personally appeared before me Paul J. Dilschap who, after being duly sworn, says that he saw the within named J. D. Allison and Ollie Mae Allison sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dan L. Moyd witnesses the execution thereof.

Subscribed and sworn to before me this 21st day of July, 1964
Martha Ann Cheves
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SC-75-R Recorded July 23rd., 1964 At 9:30 A.M. # 2868

PAID AND FULLY SATISFIED
THIS THE 28 DAY OF July 1968
THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA
GREENVILLE, S. C.
By E. Palmer Sutton
By
WITNESS Frances Jackson
WITNESS George W. Lewis

SATISFIED AND CANCELLED OF RECORD
29 DAY OF July 1968
Ollie Thurnsworth
R. M. C. FOR GREENVILLE COUNTY, S.C.
AT 9:30 O'CLOCK A.M. No 2372