Southern national R. M. C. FOR GREENVILLE COUNTY, S. C. Installment Loan Officer AT 9:30 O'CLOCK A M NO. 9646 Stilwell Witness: <u>Nacid</u> 8/1/9/1/W/ 1.25 AUG 1 4 1964 $\prec^+\chi_{\times}$ 51.19 REAL PROPERTY AGREEMENT

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 indiports of man loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivors of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

To come or to becoming delinquent, all taxes, assessments, dues and charges of every kind impaged or levist spon the real 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind impaged or levi property described below; and

2. Without the prior written consent of Bank, to refrain from creating or permitting any lief of other encodes those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing on the scribes below, or any interest therein; and real property de-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 Fork Shoals, in the County of Greenville, S.C., and being more particularly described as lot No. 2 as shown on a plat entitled "Subdivision of the residential properties of Fork Shoals, S.C. of Reigle Textile Corporation ", Located in Greenville County, Fork Shoals, S.C., made by Pickell & Pickell, Engineers, Greenville, S.C., February, 1953, and recorded in the office of the Register of Hesne Conveyance for Greenville County in Plat book B B at pages 156 & 157, according to said plat the within described lot is also known as No. 35 Leakville Road, and fronts thereon 120 feet. , State of South Carolina, described as follows: All that Piece, Parcel or <u>Greenville</u> and hereby irrevocably authorize and direct all lesses, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensever 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 ebligation so to do, or to perform or discharge any coligation, 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. 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 spely 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. August 12, 196և August 12, 196կ State of South Carolina County of Greenville Personally appeared before me Albert M. Finley
the within named John H. Smith and Rosa Lee Smith ho, after being duly sworn, says that he saw act and deed deliver the within written instrument of writing, and that deponent with William C. Orr (Witness) witnesses the execution thereof. Subscribed and court to before me
this S day of MAGNOT 19
Notary Public, State of South Carolina
Notary Public, State of South Carolina 19**69**

Recorded August 14th., 1964 At 9:30 A.M. # 5119

SC-75-R

SATISFIED AND CANCELLED OF RECORD

Farnsworth

DAY OF Oct.

the Lien of this instrument is satisfied this

of