Lien of this instrument is satisfied this nov. SATISFIED AND CANCELLED OF RECORD DAY OF South Carolin tarnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. Witness: AT <u>9:00</u> O'CLOCK A M. NO. //380 Witness: George 1, 21 -SEP 21 1964 XX REAL PROPERTY AGREEMENT 758 page BOOK In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN! (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 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 _, State of South Carolina, described as follows: All that piece, parcel or lot of land in Bates township, Greenville County, State of South Carolina, Lying on the south side of white Horse rd. and bounded by Lands of Timmons and Lee Oneal containing One and Seven tenth's Acres more or less and being more fully described as follows: Beginning at an culbert on White Horse rd. at a branch of Mc. (alee (reek running thence 51S-25 E. 299 ft to an iron axle; thence S.2I-30 W. 290-2 ft. to Oneal's corner; thence 35-00 W. 337 ft to center of road; thence N.22-45E. 2IO-3 ft. to the beginning corner. and hereby irrevocably authorize and direct all lesses, 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. Town Dated at: Greenville State of South Carolina County of <u>Greenville</u> Personally appeared before me Pat C. Lowe the within named Donnie and Carrie O'Neal

act and deed delines the sithin written instrument of writing, and that deponent with witnesses the execution thereof.

Substribed and sworn topostore me

this midden of September 19 64

Notary Public, State of South Carolina
My Commission applies a both Carolina
My Commission applies a both will of the Governor

sc-75-R

Recorded September 21st., 1964 At sign, seal, and as their (Witness)

Recorded September 21st., 1964 At 9:30 A.M. # 8762