

1/25

see envelope

DEC 31 1964

#18643

BOOK 764 PAGE 316

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 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: Plat Book " V " - Page 1.

ALL those certain parcels, or lots of land situate, lying and being on the Northwesterly side of Briarcliff Drive in the City of Greenville, South Carolina, being shown as a part of Lots No. 16, 17 and 18 on a revised plat of Dixie Heights as recorded in the R. M. C. Office in Plat Book V on Page 1, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on Briarcliff Drive at a point 346.25 feet southwest of the westerly corner of the intersection of Brookside Avenue and running thence on a line through Lot No. 18N, 46-18 W. 150 feet to an iron pin; thence South 43-12 W. 60 feet to an iron pin in the line of Lot No. 17; thence along the line through Lot No. 17, South 46-48 E. 150 feet to an iron pin on the Northwesterly side of Briarcliff Drive; thence along the Northwesterly side of said Drive North 43-12 E. 60 feet to the point of beginning.

ALSO, BEGINNING at an iron pin on the Northwesterly side of Briarcliff Drive, which point is 70 feet Northeast from the joint front corner of Lots No. 14 and 15, as shown on recorded plats referred to thence on a line through Lot No. 16, N. 46-48 feet W. 150 feet to a point on the rear line of Lot No. 16, thence N. 43-12 E. 40 feet in line of Lot No. 17, thence through Lot No. 17, S. 46-48 E. 150 feet to an iron pin on the Northwesterly side of Briarcliff Drive, S. 43-12 W. 40 feet to the point of beginning.

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 Nancy T. Crain X Martin England
 Nancy T. Crain Martin England
 Witness Iris Evans X _____
 Iris Evans

Dated at: Greenville, South Carolina December 30, 1964
Date

State of South Carolina
County of GREENVILLE

I, Nancy T. Crain who, after being duly sworn, says that she saw the within named Martin England sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Iris Evans witnesses the execution hereof.
(Witness) (Borrowers) (Witness)

Subscribed and sworn to before me this 30th day of December, 1964
Martha Ann Cheves Nancy T. Crain
Notary Public, State of South Carolina (Witness sign here)
My Commission expires at the will of the Governor

SC-75-R Recorded December 31st., 1964 At 12:06 P.M. #18643

Hand + Fully Satisfied
This the 2nd of February, 1965.
The Citizens + Southern Nat'l.
Bank of S.C., Greenville, S.C.
By: Howard H. Lamer, Jr., Esq. V.P.
By: Jeffrey E. Cudd, Ass't, Cashier
wit: W. Dean Hudson
Wit: Bobbie J. Weber

SATISFIED AND CANCELLED OF RECORD
6 DAY OF July 1965
Ollie G. Gresham
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 3:07 O'CLOCK P.M. NO. 858