m. Willis to The Citizens and South Carolina, as Bank, dated April 29, 1966, and red the office of the Recorder in the County of Greenville South Carolina, on May 6, 1966, Docket 197 at Page been terminated and the undertakings therein described discha The Citizens and Southern National Bank of South Carolina m. g. austin witness- Frances Lawson Kay 6. Itill

31861

MAY 6 1866 REAL PROPERTY AGREEMENT

BOOK 797 PAGE 604

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

- 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 t those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property scribed 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 certain piece, parcel, or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Gantt Township, being known and designated as Lots Nos. 18 and 19 on map of Springview Subdivision as shown on plat thereof being recorded in the R. M. C. Office for Greenville County in Plat Book BB at page 161, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the eastern side of Byron Court, joint front corner of Lots 19 and 20, and running thence with the joint line of said lots, N. 89-23- E. 94.7 feet to an iron pin; thence N. 1-03 W. 207 feet to an iron pin, joint rear corner of Lots 17 and 18; thence with the joint line of said lots, N. 89-22 W. 99.8 feet to an iron pin on the eastern side of Byron Court; thence with Byron Court, S. 0-33 W. 103.5 feet to an iron pin, joint front corner of Lots 18 and 19; thence continuing with Byron Court S. 5-32 E. 105.8 feet to an iron pin, joint front corner of Lots 19 continuing with Byron Court S. 5-32 E. 105.8 feet to an iron pin, joint front corner of Lots 19 and 20, the point of beginning; being the same conveyed to me by John M. Jolly by his deed dated January 29, 1965, and recorded in the RMC Office for Greenville County in Deed Vol. , at page

This conveyance is made subject to restrictions recorded in the RMC Office for Greenville County in Deed Vol. 502, at page 539, and to easements that may appear of record, on the recorded plat (s), or

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. on the premises.

- 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 States x James Wellis
Witness Frances Laures (Mary M. Willis
Dated at: Dreenville april 59, 1966
State of South Carolina
Personally appeared before me Moriol D. Question who, after being duly sworn, says that he saw
the within named fames W. William and Mary M. William san, and as their
actioned deliver the within written instrument of writing, and that deponent with
Subscribed and worn to before me
(Witness sign here)
thy compression to the will of the Governor Recorded May 6th., 1966 At 2:30 P.M. # 31801

SATISFIED AND CANCELLED OF RECORD DAY OF May Ollie Farnsworth R M C: FOR GREENVILLE COUNTY, S C AT 10:5/ O'CLOCK A M. NO. 26581