

⑦ 25

SEP 12 1968

6329 XXV  
REAL PROPERTY AGREEMENT

BOOK 852 PAGE 173

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:

All that piece, parcel or lot of land in the County of Greenville in Chick Springs Township shown as Lot 158 on a plat of Botany Woods, Section three, recorded in Plat Book RP page 37, the following metes and bounds.

BEGINNING at an iron pin on the southwestern side of Wilmington Road at the joint front corner of Lots Nos. 159 S. 67-13 W. 222 feet to pin in line of Lot No. 170, thence with the line of Lots Nos. 170 and 179 N. 14-09 W. 85 feet to pin on southwestern side of Wilmington Road; thence along wilmington Road, S. 28-41 E. 130 feet to 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 David Sloan x Richard S. Howard

Witness Frances Lawson x Agnes Howard

Dated at: Greenville 9-10-68  
Date

State of South Carolina

County of Greenville

Personally appeared before me David Sloan who, after being duly sworn, says that he saw

the within named Richard S. Howard and Agnes Howard sign, seal, and as their

act and deed before me, the within written instrument of writing, and that deponent with Frances Lawson

attest the execution thereof. David Sloan (Witness)

Subscribed and sworn to before me

the 12th day of September, 1968

David Sloan  
(Witness sign here)

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

Recorded September 12, 1968 At 9:00 A.M. # 6329

SC-75-R

5-1-78

SATISFIED AND CANCELLED OF RECORD

14th DAY OF March 1985  
Hannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:36 O'CLOCK P M. NO 26926

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 88 PAGE 1595