31138 XXX REAL PROPERTY AGREEMENT JUN 2 7 1969

61-006-69.009170 VOL 870 PAGE 566

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 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 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
- 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 lot of land with the buildings and improvements thereon situate on the Southeast side of Sir Abbott Street near the Lity of Greenville, in Greenville County, South Farclina being shown as Lot No. 110 on plot of Sherwood Forest made by Balton and Neves, Engineers, August, 1951, revised through November, 1952 recorded in the A.M.C. Office for Greenville County, Bouth Carolinain Plat Fook

This is one of the lots conveyed to the Grantor by deed of L.A. Moseley and John T. Douglas, dated July 9, 1953 recorded in the R.M.C. Office for Greenville County, South Carolina in deed book 567 page 416.

FILLL JUN 2 7 1959**0** Mrs. C. - - . 0/15 R. M. C.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, an term and all other monies and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the decretance of the manual 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 when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebted-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.
- 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, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of B showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness continuing force of this agreement and any person may and is hereby authorized to rely thereon.

ourse Creenvilla 6-25-69 Date State of South Carolina County of) ભું ટ act and deed deliver the within written instrument of writing, and that deponent with 7-rances (Witness) witnesses the execution thereof. Subscribed and sworn to before me Notary Public, State of South Carolina SC-75 2-1-08

SATISFACTION TO THIS MORTGAGE SEE SFACTION BOOK -16 PAGE 425

SATISFIED AND CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY, AT 3:00 O'CLOCK P. M. NO. 34266

Recorded June 27, 1969 At 9:45 A.M. # 31138