

JUN 27 1969

31138 XX

REAL PROPERTY AGREEMENT

61-624-69-00972 VOL 870 PAGE 567

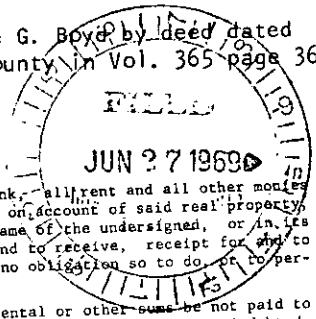
In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or 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 Fariveiw Township, Greenville County, State of South Carolina, located on the South side of First Street, just West of and adjoining property of Temple Baptist Church; and more particularly described as follows:

Located on the South side of First Street just west of Woodside Cotton Mills Company lands and more particularly described as follows: a lot with 80 feet frontage on First Street and running back in parallel lines to the branch, the line adjoining the Church property being 320 feet deep and the opposite boundary being 320 feet more or less. It is my intention to convey to Henry D. Sexton the lot fronting 80 feet on First Street next to Church property, with a width in the rear at the branch of 80 feet.

The above described property being part of that deeded to me by Azilie G. Boyd by deed dated November 20, 1948 and recorded in the R.M. C. Office for Greenville County, in Vol. 365 page 365.



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 Paul G. Dutshap x Henry D. Sexton

Witness Dan R. Mayard x Ollie F. Sexton

Dated at: Greenville 6-25-69

State of South Carolina County of Greenville

Personally appeared before me Paul G. Dutshap who, after being duly sworn, says that he saw the within named Henry D. Sexton and Ollie F. Sexton sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dan R. Mayard witnesses the execution thereof.

Subscribed and sworn to before me this 25th day of June, 1969 Paul G. Dutshap (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor

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

DISSATISFACTION TO THIS MORTGAGE SEE DISSATISFACTION BOOK 24 PAGE 486

SATISFIED AND CANCELLED OF RECORD 7 DAY OF July 1974 Danie S. Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 8:45 O'CLOCK A.M. NO. 883