FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 18 __PAGE__<u>8/3</u>

MALLED AND CANCELLED OF RECORD DAY OF Sept. 1973 nie S. Jan EL ME CT. HORE GREENVILLE COUNTY, S. C. MB10:45 DELOCK 2. M. NO. 7582

X父XX **5599**

1.06

SFP 5 1960 REAL PROPERTY AGREEMENT

VOL 875 PAGE 248

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
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of the certain real property. Greenville , State of South Carolina, described as follows:

All that piece, parcel or lot of land, with the improvements thereon, situate, lying and being in the Woodside Mills Village in the Town of Simpsonville, Greenville County, South Carolina, and being more particularly described as Lot 77 as shown on a platentitled "A Subdivision of Woodside Mills, Simpsonville, S. C.," Made by Piedmont Engineering Service Greenville, S. C., February, 1953, and recorded in the office of the Register of Mesne Conveyance for Greenville County, S. C., in Plat Book GG at page 5, According to said plat, the within described lot is alson known as No. 41 First Street fronts theron

c and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all tent and whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of sa and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the unders own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so form or discharge any obligation, duty or liability of the undersigned in connection therewith. 11 rent and all or count of said real the undersigned, receive, receipt real proper red, or in or to per-

- 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.
- 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 them 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, affectiveness and continuing force of this agreement and any person may and is hereby authorized to refy thereas?

 Witness Mary P. Halyan X M. W. M. W.

Witness Louise H. Dickey x N Beulah A Merall
Dated at: Spartanburg 9/3/69
State of South Carolina
County of Spartanburg
Personally appeared before me Nancy P. Galyean who, after being duly sworn, says that he saw
the within named John W. McCall & Beulah A. McCall
act and deed deliver the within written instrument of writing, and that deponent withLouise G. Dickey
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
day of September 1969 Manag G. Galeran
Notety Public, State of South Carolina
My Commission expires at the will of the Governor Proposited Commission expires at the will of the Governor

11-16-77

Recorded September 5, 1969 At 9:45 A.M. # 5599