001 3 0 1963 1, 25 12800 REAL PROPERTY AGREEMENT

800K 734 PAGE 588

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 interfered 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 situate, lying and being in Greenville City and Township, Greenville County, South Carolina, being known and designated as Lot One Hundred and Eleven, as shown on a map or plat of East Park, part of Boyce Addition, as made by W. A. Adams, Surveyor, and recorded in R.M.C. Office in Plat Book A at page 383. Said lot of land having a frontage of Fifty Feet on Gypsy Avenue, with a depth of One Hundred Forty-six and one-half feet. Recorded in Volume 346, Page 225 in R.M.C. Office

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 jname, 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 parform or discharge any colligation, 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 Donna R. Dacus	* Mrs. Gladys P. Burgess
Witness Scha Mis Conf	Mrs. Gladys C. Burges
Dated at: Greenville	— 10-22 ₆ -63
State of South Carolina	
County of Greenville	
Personally appeared before me Donna R. Dacus (Witness)	who, after being duly sworn, says that he saw
the within named Gladys C. Burgess (Borrowers	s) sign, seal, and as their
act indicate frequency the within written instrument of writing, and	that deponent with (Witness)
Reba McCoy	
min 19 and Bet 1963 Donna	R. Dacus
Markey, Bullet Stage of South Carolina	(Witness sign here)
by complete the will of the Governor sc-75-k Recorded October 30, 1963 At	2:30 P.M. # 12800
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SATISFIED AND CANCELLED OF RECORD

22 DAY OF Sept. 1966

Office Farmsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A M. NO. 7996