25908 REAL PROPERTY AGREEMENT

800K 744 PAGE 237

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN!. (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

- l. 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
- 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 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 certain piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, situate, lying and being on the Western side of Bennett Street, and being known and designated as Lot No. 19 on plat of North Hills as recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book "H" at page 90, and, according to said plat, having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Western edge of Bennett Street, said iron pin being S. 19-30 W. 140 feet from the Southwesterntersection of Bennett Street and Russell Avenue and running thence N. $70^{2}-30$ W. 165 feet to an iron pin; thence S. 19-30 W. 70 feet to an iron pin; thence S. 70-30 E. 165 feet to an iron pin on the Western edge of Bennett Street; thence with said Bennett Street, N. 19-30 E. 70 feet to an iron pin, ; the point of beginning.

Described in Book 728 of Deeds, page 461 R.M.C. Office, Greenville, S. C.

and hereby irrevocably authorize and direct all lessees, eacrow 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.
- 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 Mana L. Mana X. Thomas C. Holland Ir

Thomas C. Holland, Jr. Witness Sonna Vacus March 11, 1964 Greenville, S. C. State of South Carolina <u>Greenville</u> _ who, after being duly sworn, says that he saw Nina L. Moore Personally appeared before me Thomas C. Holland, Jr. _ sign, seal, and as their the within named (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Oonna Dacus (Witness) witnesses the execution thereof. Subscribed and sworn to before me lighth March Subscribed and sworn to before me

1. hth

this day of March

Notar Public, State of South Carolina

My Commission expires at the will of the dovernor Moore (Witness sign here) sc-75-R Recorded March 12, 1964 At 9:30 A.M. # 25908

The debt hereby secured is paid in full and Lien of this instrument is satisfied this august nature marion Witness

SATISFIED AND CANCELLED OF RECORD 8 DAY OF august 1966 Ollin Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 3849