

1125

26039 REAL PROPERTY AGREEMENT

MAR 13 1964

BOOK 744 PAGE 266

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: Book 678 Page 82.

All that piece, parcel or lot of land Situate, lying and being in the city of Greenville, County of Greenville, State of South Carolina, at the Northeast corner of Hillcrest drive and Water st. and being known and designated as lot No. 9 and a portion of No. 8 of Block "F" in a subdivision known as highland park Terrace, as shown on Plat of said property made by R.E Dalton, Engr. August 1917 and recorded in Plat Book "E" at pages 101 and 102 and having according to a recent survey made by W.D Neves in January 2, 1937 the following Mates and Rounds, To-wit.

Beginning at an iron pin at the Northeast corner of the intersection of West Hillcrest drive and Water street and running thence with the Eastern side of Water drive North 16-32 East 190 feet to an iron pin on the South side of a fifteen foot alley, running thence along the South side to a fifteen foot alley. South 66-30 East 102-8 feet to an iron pin on said alley to a rear line of Lot No.8 running thence South 190 feet to an iron pin on the Norty side of Hillcrest drive.

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 Pat C Lowe x J Reaves Coker
Witness Nina L Moore x Annie Hollis Coker

Dated at: GREENVILLE, SOUTH CAROLINA MARCH 12, 1964
Date

State of South Carolina
County of GREENVILLE

Personally appeared before me PAT C. LOWE who, after being duly sworn, says that he saw the within named J. Reaves Coker and Mrs. Annie Hollis Coker sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Nina L. Moore witnesses the execution thereof.

Subscribed and sworn to before me
this 12 day of March, 1964 x Pat C Lowe (Witness sign here)

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

SC-75-R Recorded March 13, 1964 At 9:30 A.M. # 26039

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 29 of Dec. 1967

The Citizens & Southern National Bank of South Carolina
By: W. L. Phipps Installment Loan Officer
Witness: Frances Lawson
Witness: C. D. Stilwell

SATISFIED AND CANCELLED BY RECORD
3 DAY OF Jan. 1968
Oliver Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S.C.
AT 10:38 O'CLOCK A. M. NO. 18220

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