

32175

MAY 13 1964

REAL PROPERTY AGREEMENT

BOOK 748 PAGE 533

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 Greenville Township, Greenville County, State of South Carolina on the North side of DeOyley Avenue in the City of Greenville, being shown as lot #211 on plat of Augusta Road Ranches made by Dalton & Neves in April 1941, revised in April 1942, recorded in Plat Book "M" at Page 47, and described as follows:

BEGINNING at a stake on the North side of DeOyley Avenue 257 feet West from Old Augusta Road at corner of lot #210 and running thence with the line of said lot, N. 00-13 W. 140 feet to a stake at corner of lot #231; thence with line of said lot, S. 89-47 W. 60 feet to a stake on DeOyley Avenue; thence with the Northern side of said Avenue, N. 89-47 E. 60 feet to the beginning corner. Being the same lot conveyed to the grantor by Jarvie G. Harrelson by deed dated January 16th, 1948, recorded in Book of Deeds 334 at Page 110.

More particularly described in Vol. 346, Page 311 R.M.C. Office, Greenville, S. C.

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 Nina L. Moon Ernest T. Payne, Jr.
Barbara McPherson Alpha A. Payne

Dated at: Greenville, S. C. April 27, 1964

State of South Carolina
County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named Ernest T. Payne, Jr. and Mrs. Alpha A. Payne sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara McPherson witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of April, 1964 Nina L. Moore (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-75-R Recorded May 13, 1964 at 9:30 A.M. # 32175

State of South Carolina
County of Greenville
The debt hereby secured is paid in full and the lien of this instrument is satisfied this 1st day of July 1964.
In the presence of: Betty G. Higgins, Nina L. Moore
The Citizens & Southern National Bank of South Carolina
By: Ralph M. Kesler, Installation Loan Officer