

15929

DEC 2 - 1964

REAL PROPERTY AGREEMENT

BOOK 762 PAGE 431

2. Prop. of...

2,50 X X X

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...

- 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...
3. Herby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows: In Austin Township, containing 2.98 acres in accordance with plat made by Mildred V. and Joe Kelly Subdivision and being more fully described in accordance with said plat, to wit; Beginning at an iron pin in the center of S.C. highway No. 14, being 375.7 f om the center of intersection of S.C. highway No. 14 and Hart Lane and running thence along the center of said S.C. highway No. 14 S 12-46 W 378.5 feet to rail cap in center of said road, thence S 80-18 E 325.8 feet to iron pin; thence N 12-26E 417.4 feet to iron pin; thence N 87-03 W 328.1 feet to an iron pin in center of said S.C. highway No. 14, being the point of beginning.

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 Albert M. Finley x Dudley G. Hathcox
Witness G. C. Rhodes x Dalphna Hathcox
Dated at: Greenville, South Carolina November 27, 1964

State of South Carolina
County of GREENVILLE

Personally appeared before me Albert M. Finley who, after being duly sworn, says that he saw the within named Dudley G. Hathcox and Dalphna Hathcox sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with G. C. Rhodes witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of November, 1964
Martha Ann Chewls
Albert M. Finley (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
sc-75-R Recorded December 2nd., 1964 At 2:30 P.M. # 15929

State of South Carolina
County of Greenville
The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 22nd of September 1965
The Citizens and Southern National Bank of South Carolina
By: R. M. Kesler, Jr.
Witness: Betty Higgins
Witness: Susan Parra

SATISFIED AND CANCELLED OF RECORD
24 DAY OF Sept. 1965
Ollie Farnsworth
R.M.C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A.M. NO. 9647