MAY 2 6 1965

33120 REAL PROPERTY AGREEMENT

BOCK 774 PAGE 280

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHER 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 transferrings, whithever 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 by 186-1965 n the property described below; and
- 2. Without the prior written consent of Bank, to refrain from creating or permitting any lien on other form than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the Meal, 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

the undersigned, as rental, or otherwise, and howsever for or on account of that certain real property situified in the County of intersection of Bailey and Martin Sts. in the subdivision known as Verner Hts. & being known as the greater portion of lots 228 & 229 asxshown on a plat recorded in the R.M.C. office for Greenville County in platybook A at page 279 and having the following metes and bounds, to wit: Beginning at a point on Martin St. at joint corner of the property conveyed by C.R.Thompson to A.O.Stro denmire and EXEK running thence along the line of Martin St. N86-45W 84' to an iron pin, corner of Martin and Bailey Sts., thence with the line of Bailey St. S13-30W 104' to an iron pin joint corner of lot 230, thence with the line of lot 230,90' to a point in line of lot 230 and joint corner of property conveyed by C.R.Thompson to A.O.Stroudenmire, thence in a straight line running in a Northeasterly direction along the Stroudenmire line, 120' more or less, to a point on Martin St., the beginning corner.

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 pay and is hereby authorized to rely thereon.

State of South Carolina the within named

and and head doll wer the within written instrument of writing, and that deponent with

itnesses the execution thereof.

Subscribed and sport to before we

this to day of the within written instrument of writing, and that deponent with

Notary Philipseate of South Carolina

My Commission captures at the will of the Governor

SC-75-R Recorded May 26th., 1965

At 9:30 A.M. # 331. (Witness sign here) At 9:30 A.M. # 33120

| The debt hereb | by secured is pai | id in full and |
|-----------------|--------------------------|----------------|
| the Lien of thi | is instrum ent is | satisfied this |
| | may | 1966 |
| | Southern | |
| Bank of | South Care | lina |
| By: P. M. To | esler | |
| Witness: 1 an | set Clasts | |
| Witness: 720 | ences Lai | voon o |

SATISFIED AND CANCELLED OF RECORD 24 DAY OF may Ollie Farusworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9.30 O'CLOCK A M. NO. 33432