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24791

REAL PROPERTY AGREEMENT

BOOK 792 PAGE 506

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, situate, lying and being in the State of South Carolina, County of Greenville, Greenville Township, within the corporate limits of the City of Greenville, on the east side of Maco Terrace being known and designated as Lot # 3 of the property of Central Realty Corp. according to a plat of said property made by Pickell and Pickell, Engineers, dated March 1, 1964, and recorded in the R.M.C. Office for Greenville County in Plat Book P, at Page 7 and having, according to said plat, the following metes and bounds, to-wit:

This being the same property conveyed to me by Tony Kelly by deed dated August 29, 1961, and recorded in the R.M.C office for Greenville County in Deed Volume 681, at page 77.

As a part of the consideration for this conveyance, the grantee expressly assumes and agrees to pay the balance due on that certain note and mortgage, in the original sum of \$5,750.00 executed by Warren J. Cassidy to Canal Insurance Company on May 1, 1946, and recorded in the R.M.C. Office for Greenville County in Mortgage Book \_\_\_\_\_ at Page \_\_\_\_\_, the balance due thereon being the sum of \$800.00.

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 Bobby J. Nelson x Crafton L. Connor  
 Witness Frances Lawson x Martha B. Connor

Dated at: Greenville, S. C. February 18, 1966

State of South Carolina

County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Crafton L. and Martha B. Connor sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 18 day of Feb., 1966 Bobby J. Nelson (Witness sign here)

City of Higgins  
Notary Public, State of South Carolina  
My Commission expires \_\_\_\_\_ the will of the Governor

sc-75-p Recorder February 25th., 1966 At 9:30 A.M. # 24791

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Crafton L. Connor & Martha B. Connor to The Citizens and Southern National Bank of South Carolina, as Bank, dated Feb. 18, 1966 and recorded in the office of the Recorder in the County of Greenville, State of South Carolina on Feb. 25, 1966, Book #92, at Page 506, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
By W. L. Phrigo mgr. Instal Loan Dept.  
Witness - Frances Lawson  
M. F. Austin

SATISFIED AND CANCELLED OF RECORD  
15 DAY OF August 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A. M. NO. 4983