

JAN 18 1967

1.25 17053

REAL PROPERTY AGREEMENT

BOOK 811 PAGE 644

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 certain lot of land lying in the State of South Carolina, County of Greenville on the Southern side of Crescent Avenue shown as Lot No. 30 on plat of Crescent Terrace recorded in the R. M. C. Office for Greenville County in Plat Book E at Page 137 and being further described as follows:

BEGINNING at an iron pin on the southern side of Crescent Avenue at the joint corner of Lot No. 30 and property now or formerly owned by H. B. Tindal which point is 280 feet in an easterly direction from the southeastern corner of the intersection of Crescent Avenue and Capers Street and running thence along said Tindal property S. 5-41 E. 250 feet to an iron pin at the corner of Lot No. 33; thence along line of Lot No. 33 N. 84-40 E. 70 feet to an iron pin at the corner of Lot No. 31; thence along the line of Lot No. 31 N. 5-41 W. 250 feet to an iron pin on the northern side of Crescent Avenue; thence along Crescent Avenue N. 84-40 E. 70 feet to the point of beginning.

Being the same property conveyed to W. L. Wylie by deed recorded in Deed Book 110 at Page 56 and being devised to Rose B. Wylie as will appear by reference to the Will of W. L. Wylie recorded in Apartment 424 at File 18, in the Office of the Probate Court for Greenville County.

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 [Signature] x [Signature] Robert L. Ramsey

Witness [Signature] x [Signature] Mrs. Tonia Ramsey

Dated at: Greenville, South Carolina January 13, 1967

State of South Carolina County of Greenville

Personally appeared before me William L. Pherigo who, after being duly sworn, says that he saw

the within named Robert L. Ramsey and Mrs. Tonia Ramsey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin

witnesses the execution thereof. Subscribed and sworn to before me this 13th day of January, 1967

[Signature] (Witness sign here)

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

Recorded January 16th., 1967 At 9:30 A.M. # 17053

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 Robert L. Ramsey & Tonia Ramsey to The Citizens and Southern National Bank of South Carolina, as Bank, dated Jan. 13, 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Jan. 16, 1967, Book 811, at page 644, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina SATISFIED AND CANCELED OF RECORD By: E. Parker Suttler Inst. Loan Officer 14 DAY OF June 19 68 Witness Francis Lawson Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:15 O'CLOCK A. M. NO. 32249