1.35- JUL 7 1967 REAL PROPERTY AGREEMENT 4063

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 be the undersigned, as rental, or otherwise. and howscever for or on account of that certain real property situated in

, State of South Carolina, described as follows: Greenville

All that lot of land in Greenville County, State of South Carolina, on the southern side of Redwood Drive, near the City of Greenville being shown as Lot # 3 on plat of property of W. H. Hendrix made by Dalton and Neves in December 1953, recorded in the R. M. C. Office for Greenville County in Plat Book HH at page 31.



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.
- 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 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

Na Caller XX Famel 19111ag
Witness May C Valley x printer filled
Witness Bal Baywell x 2 Geben & Hall
0 1 5 10 17
Dated at: Wroenerste July 5,1967
Dated at:
State of South Carolina
County of Shoomerlle
County of CROOMSTATE
Personally appeared before me Roy C. Ballout who, after being duly sworn, says that he sa
(Witness) sign, seal, and as their
the within asked \ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
(Borrowers)
act and deed deliverythe within written instrument of writing, and that deponent with Rob Bocuell (Mitness)
witnesses the execution thereof.
Subscribed and sporm to before me
Subscribed and South Co.
this Stay of Julian , 19 67 Itay Pallew (Witness sign here)
(Witness Sign and)
Starry of Shirther
Notary Public; State of South Parolina
My Commission expires at the 11 of the Governor Recorded July 7th., 1967 At 9:15 A.M. # 1063
sc-75-R Recorded July (cn., 170) Rt 7.125 Rtm " 2.435

The Citizens and Southern National Bank of South Carolina, a national banking association hereby certifies that that certain agreement entitled "Real Property Agreement" made in James H. Hall V Kelen & Hall to The Citizens and Southern National Bank of South Carelina, as k daed 4-5 1967 corded in the office of the Recorder in the County of Creenville, State of South Carolina, 1967, Docker 133 at Page 155, has usen terminated and the undertained therein described discharged. The Citizens and Southern National Bank of South Carolina
Witness Frances Lawson

By

Bucky Lynn m. F. austin

SATISFIED AND CANCELLED OF RECORD Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:30 O'CLOCK 2 M. NO. 27888