

125
MAY 15 1969

27324 74XX

REAL PROPERTY AGREEMENT

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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 in Greenville County, State of South Carolina, near the City of Greenville, being known and designated as lot 125, of a subdivision known as Oakcrest, as shown on plat recorded in Plat Book GG at Page 131, and more particularly described according to survey made by Joseph P. Rostron, as follows:

BEGINNING at an iron pin on the northern side of Lynhurst Drive front corner of lot 126 and running thence with the line of said lot N. 29-12 E. 150 feet to iron pin; thence N. 60-48 W. 70 feet to an iron pin in the line of lot 124; thence with the line of said lot S 29-12 W 150 feet to an iron pin on said drive; thence with said drive S 60-48 E 70 feet to the point of beginning.

FILED
GREENVILLE CO. S.C.
MAY 15 3 31 P.M. 1969
OLLIE FARNSWORTH
R.M.C.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rents and 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 Edgar Williams Cain X Alex A. Moss

Witness W.B. Gillespie X Ellen K. Moss

Dated at: Greenville, S.C. 5-12-69
Date

State of South Carolina
County of Greenville
Personally appeared before me W.B. Gillespie who, after being duly sworn, says that he saw the within named Alex A. Moss & Ellen K. Moss sign, seal, and as their act and deed, deliver, the within written instrument of writing, and that deponent with Edgar Williams Cain witnesses the execution thereof.
(Witness)

Subscribed and sworn to before me
this 12 day of May, 1969
A. A. Wright
(Witness sign here) W.B. Gillespie

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-75-R Jan 27 1979
Recorded May 15, 1969 At 3:31 P.M. # 27324

SATISFIED AND CANCELLED OF RECORD
29 DAY OF May 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:16 O'CLOCK P M. NO. 26172

PAID AND FULLY SATISFIED
THIS THE 29 DAY OF May 1970
THE CITIZENS AND SOUTHERN NATIONAL
BANK OF SOUTH CAROLINA
GREENVILLE, S. C.

By J. Clarence Hopke V.P.
By De. Foy G. Cudd V.P.
WITNESS Elizabeth G. Jones
WITNESS _____