

MAY 19 1969

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27524

REAL PROPERTY AGREEMENT

VOL. 868 PAGE 179

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: according to Deed Book 787, Page 543, December 8, 1965:

All those lots of land situated on the east side of Cantubury Road and on the north side of S. C. Highway No. 23106 near the City of Greenville, in Greenville County, South Carolina, being shown as Lots Nos. 1, 2, and 3 on plat of Heathwilde recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book QQ, page 139 (also shown on plat recorded in Plat Book EEE, page 133 and Plat Book 22, page 157) and having, according to said plat and a survey made by H. C. Clarkson, Jr., Surveyor, November 24, 1965, the following metes and bounds, to wit:

Beginning at an iron pin on the east side of Cantubury Road at the joint front corner of Lots 3 and 4 and runs thence along the line of Lot 4, S. 72-30 E., 250 feet to an iron pin; thence S. 17-30 W., 698.2 feet to an iron pin on the north side of S. C. Highway No. 23106; thence along the north side of said Highway and Cantubury Road, (the chord being N. 17-13 W., 54 feet) to an iron pin on the east side of, etc.

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 Richard Parker x N.J. Carroll

Witness G.W. Hugh Brown x Ollie Faye S. Carroll

Dated at: Greenville 5-16-69  
Date

State of South Carolina  
County of Greenville

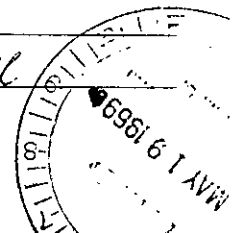
Personally appeared before me Richard Parker who, after being duly sworn, says that he saw the within named N.J. Carroll + Nellie Faye S. Carroll sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with G.W. Hugh Brown witnesses the execution thereof.

Subscribed and sworn to before me  
this 16 day of May, 1969 Richard Parker  
Sienne Rubeau (Witness sign here)

Notary Public, State of South Carolina

My Commission expires at the will of the Governor  
5-1-78 Recorded May 19, 1969 At 9:15 A.M. # 27524

SC-75-R



FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 2 PAGE 564

SATISFIED AND CANCELLED OF RECORD  
27 DAY OF Sept 1971  
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:00 O'CLOCK P M. NO. 8959