## JUN 2 3 1969 XXXX REAL PROPERTY AGREEMENT

 $^{\circ}$ VNI 870 PAGE 374

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.

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

 Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property Greenville , State of South Carolina, described as follows:

All that piece, parcel, or lot of land in Greenville Township, Greenvill County, State of South Carolina on the south side of Nichols St. in the City of Greenville known and designated as the western one-half of lot known as T. T. Robinson lot, same being known as Lot No. 2 of the Sloan

This is the western half of the lot on Nichols Street conveyed to the This is the Western nail of the following Master, by deed dated Jan. 6. 1936 and recorded in Deed Book 183, Page 35.

FILED

JUN 2 3 1969**d** Mrs. Call Landworth

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all tent and all, other morize whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on actomin of said real property and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the properties own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to received, become for any to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation to be form 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, devises, 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.

Continuing total of the agreement with the continuing to the continuing total of the continuing total
Witness Mary William x Milliam Top smarell
Vitness Cachard Carkin , Ord J. Gambiell
Dated at: Milliumle 6-20-69 Date
State of South Caralina
County of Who, after being duly sworn, says that he sa
the within named William P. Warnbrill Y. (Sorrowers).  Corrowers Sorrowers S
(Borrowers)  act and deed deliver the within written instrument of writing, and that deponent with Wirness)
witnesses the execution thereof.
Subscribed and sworn to before me
Chis 20 day of June, 1969 Mary Williams (Witness sign here)
Notary Public, State of South Carolina
Solution expires at the Wift was a constant of the Solution of

FOR SATISFACTION TO THIS MERTGAGE SEE PAGE 215 SATISFACTION BOOK.

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SATISFIED AND CANCELLED OF RECORD 'Ang 1972 DAY OF FOR GREENVILLE COUNTY, S. C. O'CLOCK & M. NO. 3376