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26202
REAL PROPERTY AGREEMENT

VOL 891 PAGE 29

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 _____, State of South Carolina, described as follows:

All that certain 100' x 150' of land, with improvements thereon, situate, lying and being in School District 10-B, Greenville County, State of South Carolina, 210' in a Southerly direction from grantors North East corner; thence a new line on grantors land 150' in a Westerly direction to a new corner; thence a new line on grantors land 100' in a Southerly direction to a new corner; thence 150' in a Easterly direction to a new corner; thence 100' in a Northerly direction along Hunt Bridge Road to the Beginning and Bounded on the North, South and West by lands of the grantor, East by Hunt Bridge Road, and being a part of that certain (7 1/2) acres, more or less, conveyed to grantor by deed of Charles J. Spillane, dated August 15, 1956 and recorded in Deed Book 559, Page 293, in the R.M.C. Office for Greenville County, South Carolina.

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M.C. ...

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 Debbie Parker x Sherman M. Rochester
Witness Glenn Arrwood x Mary M. Rochester
Dated at: Greenville, S.C. 5-28-70
Date

State of South Carolina
County of Greenville
Personally appeared before me Debbie Parker who, after being duly sworn, says that he saw
the within named Sherman M. Rochester (Witness) sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Mary M. Rochester (Borrowers)
witnesses the execution thereof. Glenn Arrwood (Witness)

Subscribed and sworn to before me
this 28 day of May, 19 70
Debbie Parker (Witness sign here)
Debbie Parker
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
5-1-78

Recorded May 29th, 1970 at 1:00 P.M. #26202

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 Sherman M. & Mary M. Rochester to The Citizens and Southern National Bank of South Carolina, dated 5/28 19 70, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 5/28 19 70, Vol. 891 at Page 29 has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Betty Lynn By M. F. Austin
Debbie J. Parker

SATISFIED AND CANCELLED OF RECORD
16 JULY 19 70
Ollie Farnsworth