

AUG 16 1972



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REAL PROPERTY AGREEMENT

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 on the southern side of Shamrock Circle shown as Lot 19 on a plat of Shamrock Acres, prepared September, 1961, and recorded in the RMC Office for Greenville in Plat Book YY at Page 43, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Southern side of Shamrock Circle, which pin is 510 feet from the intersection of Shamrock Circle with Kingswood Drive, and running thence along the Southern side of Shamrock Circle, S. 79-58 E. 10.3 feet to an iron pin; thence S. 81-18 E. 75 feet to an iron pin, corner of Lot 18; thence along the line of Lot 18, S. 8-42 E. 157.9 feet to an iron pin, rear corner of Lot 18; Thence N. 81-33 W. 90.2 feet to an iron pin, rear corner of Lot 20; thence along the line of Lot 20, N. 10-10 E. 159.1 feet to the point of beginning.

Being the same property conveyed to the Mortgagor by deed of J. Frank Williams, to be recorded herewith.

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 J. Harold Middleton x J. B. Smith
Witness Andrea McAlaha x Mae Smith
Dated at: Greenville 1-31-72

State of South Carolina Greenville.
County of Greenville.
Personally appeared before me J. Harold Middleton who, after being duly sworn, says that he saw the within named J. B. Smith, Mae Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Andrea McAlaha witnesses the execution thereof.

Subscribed and sworn to before me this 21st day of July, 1972. J. Harold Middleton (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 11-23-80 Real Property Agreement Recorded August 16, 1972 at 12:00 P. M., # 4641

SATISFIED AND CANCELLED OF RECORD
25th DAY OF Oct 1974
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 10:15 O'CLOCK A. M. NO. 10780

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 26 PAGE 628