1125

## JAN 15 1984 FEAL PROPERTY AGREEMENT

Record Pin

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 piece, parcel or lot of land, lying, being and situate in the State of South Carolina, aforesaid Courty in Austin Towrship about two miles south-east from Mauldir, South Carolina on the northern side of U S Highway 276 and being part of Tract ro. 1 as shown on plat of property of the W. T. Fowler Estate. Said plat made by W. J. Riddle, Surveyor on August 5, 1939 and being more particularly described in accordance with said plat to-wit:

Beginning at a point in the center of said Highway joint corner of

Beginning at a point in the center of said Highway joint corner of Wallis Balcome property and running therce with the Balcome line north 20-30 east 170 feet to an iron pin; thence south 62-50 east 69 feet to an iron pin; thence S. 20-30 W. 170 feet to arpoint on the side of said highway; thence continuing S. 20-30 W. 25.5 feet to the center of said highway: thence with the center of said Highway N. 62-50 W. 69 feet to the beginning corner.

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 suthorized 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 heire, 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 greement and any person may and is hereby authorized to rely thereon.

  Witness XIA UNION X

State of South Carolina  County of Greenville  Personally appeared before me J. D. Outlaw who, after being duly sworn, says that he saw the within named Inther W. Fowler & Vera J. Fowler sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.  Subscribed and sworn to before me this H. day of March 1975 April 1975 Apri	Witness Harold Meredith x.	Vera	J. Joules -
Personally appeared before me J. D. Outlaw who, after being duly sworn, says that he saw the within named Inther W. Fowler & Vera J. Fowler sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.  Subscribed and sworn to before me this ff day of the Governor of Subscribed and sworn to before me this first of South Caroling (Witness sign here)	Dated at: Greenville, S. C.	Jan 14,	1964
Personally appeared before me J. D. Outlaw who, after being duly sworn, says that he saw the within named Inther W. Fowler & Vera J. Fowler sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.  Subscribed and sworn to before me this flag of the control of the covernor with company to the will of the Governor who witnesses sign here)	State of South Carolina		
the within named Inther W. Fowler & Vera J. Fowler  (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with  witnesses the execution thereof.  Subscribed and sworn to before me this ff day of the North Caroling Norther Public, State of South Caroling Norther Public, State of South Caroling Norther Public State of South Caroling No Commission expires at the will of the Governor	County of Greenville	•	
the within named Inther W. Fowler & Vera J. Fowler  (Borrowers)  act and deed deliver the within written instrument of writing, and that deponent with  witnesses the execution thereof.  Subscribed and sworn to before me this ff. day of the foreign of the foreign of the foreign of the will of the Governor with the witness sign here)  Nother Public, State of South Caroling of the Governor with the will be the will of the Governor with the will be the will of the Governor with the will be the wil			who, after being duly sworn, says that he saw
act and deed deliver the within written instrument of writing, and that deponent with  witnesses the execution thereof.  Subscribed and sworn to before me this ff. day of the foreign terms of the fo		owler	sign, seal, and as their
Subscribed and sworn to before me  this ff. day of the this form to before me  this ff. day of the this form to before me  (Witness sign here)  Nother Public, State of South Caroling  Nother Public State of South Caroling  Nother			
this ff. day of Jan 1964 William (Witness sign here)  Notary Public, State of South Caroling (Witness sign here)  Notary Public, State of South Caroling (Witness sign here)	witnesses the execution thereof.		(Witness)
My Commission expires at the will of the Governor	Subscribed and sworn to before me this ff. day of Jtha	4. 1	Dutlant
My Commission expires at the will of the Governor	Notary Public, State of South Carolina		(Witness sign here)
	My Commission expires at the will of the Governor  Recorded January 15. 1964 At 9:	30 A.M. # 1	499L

The debt hereby	secured is p	aid in full	and
the Lien of this	instrument i	s satisfied	this
23 of <i>D</i>	Tay	19 4	66
Citizens +	Souther	n nat	ional
Bank of			
By: Ralph	m. Ices	ler	
Witness: Jan	et Ourts		
Witness Fran			

SATISFIED AND CANCELLED OF RECORD

3 DAY OF June 1966

Ollin Farmsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 5:01 O'CLOCK P. M. NO. 34532