

24812

MAR 3 1964

REAL PROPERTY AGREEMENT

BOOK 743 PAGE 306

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 lot of land in the county of Greenville, state of South Carolina, known and designated as Lot No. 16, on plat of Tom W. Tucker and Elsie Tucker recorded in Plat Book NN, page 33, R. M. C. Office, Greenville County, S. C., and having according to said plat and a recent survey made March 1957 by R. W. Dalton, the following metes and bounds, to-wit:

Beginning at an iron pin on the easterly side of Princess Avenue (formerly Edgewood Drive) the joint front corner of Lots 15 & 16, which iron pin is 395 feet south from the southeast corner of Princess Avenue and Welcome Road; thence with the joint line of said lots S. 78-28 E. 200 feet to an iron pin; thence S. 20-20 W. 100 feet to an iron pin corner of Lot No. 1; thence with the line of said lot N. 78-28 W. 200 feet to an iron pin on the easterly side of Princess Avenue; thence with the easterly side of Princess Avenue N. 20-20 E. 100 feet to the beginning corner.

This is the same lot conveyed to grantor by deed recorded in book 533 page 303, on August 31, 1955. Recorded in Book 575 Page 328 R. M. C. Office, Greenville County, South Carolina.

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 Donna Dacus x Clarence B. Smith
Witness Ralph M. Kesler x Martha D. Smith

Dated at: Greenville, South Carolina February 28, 1964

State of South Carolina
County of Greenville

Personally appeared before me Donna Dacus who, after being duly sworn, says that he saw the within named Clarence B. Smith and Martha D. Smith 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 28th day of February, 1964 Donna Dacus

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded March 3, 1964 at 9:30 A.M. # 24812

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 10 of January 1967 Citizens + Southern National Bank of South Carolina By: W. L. Pherris Witness: Francis Lawson Witness: Henry C. Hill

SATISFIED AND CANCELLED OF RECORD 11 DAY OF Jan 1967 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 16751