

1.25

AUG 7 1964

4382 REAL PROPERTY AGREEMENT

BOOK 754 PAGE 559
FILED
AUG 20 1964
Mrs. Ollie Farnsworth
R. M. C.

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, 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, interest or levies 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, situate lying & being in Greenville County, State of

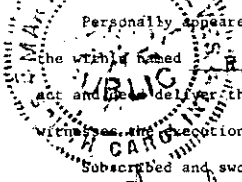
South Carolina Greenville Township, being known & designated as lot No. 60 of a subdivision known as Westview Heights as shown on plat thereof recorded in the R.C. office for Greenville County in plat Book F, at page 140 and a revised plat recorded in the R.C. Office for Greenville County in Plat Book G at pages 32 and 33 having the following metes & bounds, to-wit; BEGINNING at an iron pin on the South side of Wilburn Avenue (formerly Maple Avenue), the corner of lot No. 61, which point is 100 feet northwest of the intersection of Vally Street & running thence along the line of said lot S. 43-307, 150 feet to an iron pin at the rear corner of said lot; thence along the rear line of lot No. 65, N46-347 50 feet to an iron pin at the rear corner of lot No. 59; thence along the line of said lot No. 59, N 43-30 E 150 feet to an iron pin at the corner of said lot on the south side of Wilburn Avenue, which point is 100 feet southwest of the intersection of Hill Street, thence along the south ~~SIX~~ side of Wilburn Avenue, S. 46-34 E 50 feet to the beginning corner; being the same conveyed to me by Stanley Batson by his deed dated September 14, 1949, & recorded in the R.C. Office for Greenville County in Deed Vol. 391, at page 255.

Book 691 page 63 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 Dan L. Moyd x R. H. Addington
Witness Jack L. Pressley x O'Berre J. Addington
Dated at: _____ Date _____

State of South Carolina
County of Greenville



Personally appeared before me Dan L. Moyd (Witness) who, after being duly sworn, says that he saw the within named R. H. Addington O'Berre J. Addington sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack L. Pressley (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 31st day of July, 1964 Dan L. Moyd (Witness sign here)
Martha Ann Cheves
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

sc-75-R Recorded August 7th., 1964 At 9:30 A.M. # 4382

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 17 of July 1970
The Citizens & Southern National Bank of South Carolina
By: M. F. Austin ✓
Witness: Becky Lynn
Witness: Debbie Parkes

SATISFIED AND CANCELLED OF RECORD
22 DAY OF July 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:45 O'CLOCK P M. NO. 1713