

212-50

JUL 16 1965

REAL PROPERTY AGREEMENT

BOOK 777 PAGE 523

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 parcel or lot of land situated on the south side of Benjamin Avenue about one mile southward from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 34 in BROOKHAVEN, property of the Dobson Estates, according to survey and plat by H. S. Brockman, Registered Surveyor, dated December 12, 1957, amended September 1, 1959, recorded in Plat Book RR, page 41, R.M.C. Office for Greenville County.

This is a portion of the property conveyed to the grantors herein by deed recorded in Deed Book 620, page 243, and the same is subject to restrictions recorded in Deed Book 620, page 229, R.M.C. Office for Greenville County.

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 Alexander Refsnes x Marion E Hamby  
 Witness Susan Barras x June Hamby  
 Dated at: Greenville 7/15/65  
Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Alexander Refsnes who, after being duly sworn, says that he saw the within named Marion E & June Hamby sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Barras witnesses the execution thereof.  
(Witness)  
(Borrowers)  
(Witness)

Subscribed and sworn to before me  
 this 15th day of July, 1965 Alexander Refsnes  
 Notary Public, State of South Carolina  
 My Commission Expires at the will of the Governor  
 sc-75-R

Recorded July 16th., 1965 At 9:30 A.M. # 2135

The Citizens and Southern National Bank, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Marion E. Hamby & June Hamby to The Citizens and Southern National Bank of South Carolina, as Bank, dated July 15, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on July 16, 1965, Docket 777 at Page 523, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
 By W. L. Phirigo Installment Loan Officer SATISFIED AND CANCELLED OF RECORD  
 Witness - Frances Lawson 13 DAY OF Sept. 1967  
 Ollie Farnsworth