SEP -15 1965 8574 REAL PROPERTY AGREEMEN

BOOK 782 PAGE 2/1

SEP 15 1865 's. Chie Farnsworth R. M. C.

(BULLETT)

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (hereinefter 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

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

nereafter becoming due to situated in the County of 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated

, State of South Carolina, described as follows: Greenville

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on the southern side of Ethelridge Drive between Beacon Street and Darlington Avenue, in that section known as Sans Souci about two miles north of the City of Greenville. Said property being known and designated as lot numbered sixteen (16) and the eastern half of lot seventeen (17) on Plat recorded in the Office of the Register of Mesne Conveyance for lot seventeen (17) on Plat recorded in the Office of the Register of Reshe Conveyance for Greenville County in Plat Book "Q" at page 25, which plat is hereby referred to and made a part hereof. For further information, references made to Deed Book N, page 81, RMC Office Greenville, 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.

WILLIAM Slaverse Respran x Author Miller
Authel Miller Willer
Witness Stiff Wiggins X Fleda L. Miller Sept 14. 1965
Dated at: Greenville, South Carolina Sept 14, 1965 Date
o 6.5. ab Caralina
State of South Carolina
County ofGreenville
Personally appeared before me Florence Renfroe who, after being duly sworn, says that She saw
the within named Ruthel Miller & Fleda L. Miller sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Betty Higgins
act and deed deliver the witten written Abstract of (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
this the day of Sept , 1965 Yearesee Kenthan
Dille & Selves
Motaly Public flate of South Carolina
Motaly Public State of South Carolina My commission expires at the will of the Governor Recorded September 15th., 1965 At 9:30 A.M. # 8574
sc-75-R

PAID AND FULLY SATISFIED THIS THE 17 DAY OF march 1969 THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA

SATISPIED AND CANCELLED OF RECORD 18 DAY OF In Ollie Farm R. M. C. FOR GREENVILLE COMMITE & C. AT <u>3.40</u>0'CLOCK P M. AUL

GREENVILLE, S. C. Shell V. aust each