ank of South Carolina, as Banks, dated Oct. 22, 1965, and ank of South Carolina, as Banks, dated Oct. 22, 1965, and ecorded in the office of the Recorder in the Country of certified, State of South Carolina, on nov. 2, 1965, Docket 785 remirle, State of South Carolina, and the undertakings Therein to Page 306, has been terminated and the undertakings Therein terminated and the undertakings Therein terminated and the undertakings Therein terminated and the sundertakings Therein the Carolina Satisfied and Cancelled Of Record By N. T. Pherigo

26 DAY OF 1. 1. Witness France Lawson R. M. C. FOR GREENVILLE COUNTY, S. C. 6. D. Stilwell AT <u>9:30</u>0'CLOCK <u>A</u> M. NO. <u>2909</u> 13575 XXXX क्ष क्ष क्ष REAL PROPERTY AGREEMENT 800K 785 PAR 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 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 piece, parcel or lot of land in Chick Springs township, Greenville County State of South Carolina on the north side of Westfield Avenue (formally Maude Street) in the town of Greer and having the following courses and distances, to-wit:

BEGINNING at the (former) A. Y. Deshields corner on the north side of Maude Street and runs thence N. 12-07 W. 124.7 feet to a stake; thence N. 76-13 E. 81.4 feet with a alley to a stake; thence S. 12-07 E. 127.6 feet to a stake on Maude Street; thence S. 78-22 W. 83.3 feet to the beginning corner and designated as Lot No. 9 on a plat prepared by W. N. Willis, November 1912.

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 $R_{\epsilon} M_{\epsilon} C_{\epsilon}$ 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 Dawy Duby X Laller C. Durens

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Witness Betty Offiggina x Ugge 17 YWWY
Dated at: December 15.C 10-21-65
,
State of South Carolina
County of Delevelle
Personally appeared before me
the within named Allen C. Owened & Chrole H. Owene sign, seal, and as their
act anti-detal deliver, the within written instrument of writing, and that deponent with Botty Higgini (Williams)
witheses the letectron thereof.
Subscribed and acom to before me
this to day of theory la 1965 - Belly Delson
Marijal de March (Intress sign here)
Notary Cabile, State of South Carolina
My Commission expires at the will of the Governor Recorded November 2nd., 1965 At 9:30 A.M. # 13575
sc-75-R