FILED OCT 7 1966 Mrs. Ollie Farnsworth R. M. C.

## 9386

## REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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 e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property de-bed below, or any interest therein; and
- 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

, State of South Carolina, described as follows: Greenville

All that piece, parcel or lot of land in Greenville County, State of South Carolina, Grove Township, lying and being in the Piedmont Manufacturing Company Village in or near the town of Piedmont, and being shown as all of lot Number EIGHTEEN (18) in SECTION FOUR (4) on a plat entitled "Property of Piedmont Mfg. Co., Greenville County ", made by Dalton & Neves Feb. 1950, Sections 3 and 4 of said plat are recarded in the RMC office of Greenville County in Plat Book "Y" at pages 2-5 inclusive and pages 6 - 9, inclusive, respectively. According to said plat the 81118111W, 110 within lot is also known as No. 13 Langston Street and fronts thereon 80 feet.

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 indebted-ness then remaining unpaid to Bank to be due and payable forthwith.
- 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, legatess, devises, 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 pert 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 the reby authorized to rely thereon. Mount H. Buchhiester, Mary E. A. Hicams

Witness / Caratella	700	
Witness UM. W. Mauon x	<i>J</i>	
Dated at: Piedmont, S. C.	Oct. 6	1966
State of South Carolina		·
County of Greenville		
Personally appeared before me Margaret H. Buck	hiester	who, after being duly sworn, says that the saw
Personally appeared before me Margaret H. Buck  (Witness)  the within named Mary E. D. Higgins		sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and	)	Wm. W. Morrow (Witness)
witnesses the execution thereof.		·
Subscribed and sworn to before me	$\sim$	11/2 11. 1
this 6 day of October 19 66	Mugae	F H. Buckhiester. (Witness sign here)
Notary Public, State of South Carolina	. 0	
My Commission expires at the will of the Governor Recorded Votober 7th. 1966	6 At 9:30 A	.м. # 9386

PAID IN FULL & SATISIFIED, this / day of Jame 1967.

Southern Bank and Trust Company

SATIS SATISFIED AND CANCELLED OF RECORD Predmont Greenville, South Carolina 2 DAY OF June Ollie Farnsworth By Charles T. Kimbo V. Pres. R. M. C. FOR GREENVILLE COUNTY, S. C. Witness <u>margaret</u>. It. Buckhiester AT 9:45 O'CLOCK A M. NO. 29476