

103
DEC 11 1967 X X X X
16283

REAL PROPERTY AGREEMENT

BOOK 834 PAGE 52

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, county of Greenville, in the town of Simpsonville, in Fairview township, having the following metes and bounds, to wit: BEGINNING at an iron pin on the northern edge of New Street (now known as Webb Street) that leads from U. S. Highway 276 and running thence with said street, S.85-37W. 75 feet to an iron pin; thence N.85-37E. 75 feet to an iron pin; thence S.2-30E. 150 feet to the beginning corner.

Being the same property conveyed to the grant or herin by deed recorded in the RMC Office for Greenville County in Deed Volume 828 at page 546.

As a part of the consideration herein the grantee assumes and agrees to pay the balances due on that certain mortgage from Golden Strip Enterprises, Inc. to Laurens Federal Savings and Loan Association recorded in REM Volume 1069 at page 423.

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 A. M. Kennedy

Witness Paul J. Gilstrap x Margaret Kennedy

Dated at: Greenville 12/6/67
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 A. M. Kennedy and Margaret Kennedy (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Paul J. Gilstrap (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 7th day of December, 1967. Dan L. Moyd (Witness, sign here)

Harold A. Gillin
Notary Public, State of South Carolina
My Commission expires January 1, 1971

Recorded December 11, 1967 At 9:30 A.M. # 16283

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by A. M. Kennedy & Margaret Kennedy to The Citizens and Southern National Bank of South Carolina, as Bank, dated 12-6-67, 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 12-11-1967, Docket 834 at Page 52, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Francis Lawson By M. F. Austin
Lianne R. Weaver

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Jan. 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:00 O'CLOCK P. M. NO. 15049