BOOK 836 PAGE 546

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/. (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 cherein; and
- 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to 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:

Recorded in Book 822 Page 104, Register of Mesne Conveyance, Greenville County, State of South Carolina.

All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, being shown and designated as Lot No. 1 on Plat of Spring Forest, recorded in the R. M. C. Office for Greenville County, State of South Carolina, in Plat Book XX at Page 126.

Said lot fronts on Northwesterly side of Butler Springs Road 101.0 feet, has a depth of 175 feet on the southerly side, a depth of 174.3 feet on the northerly side, and is 102.8 feet across the rear.

> JAN 2 4 1968 🗪 worth / to/

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and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other montas 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 oplication date or liability of the undersigned is connected the required. form 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.
- Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and en it shall apply to and bind the undersigned, their heirs, legatees, devises, administrators, executors, successors and and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and ng force of this agreement and any person may and is hereby authorized to rety thereon. assigns, and inure to the benefit of showing any part of said indebtedness continuing force of this agreement and

Dated at: Seexielle State of South Carolina that deponent with Dies B The State of South Garoline My Commission 1 1977]
mission oxplication will of the Governor. My Com Recorded January 24, 1968 At 9:30 A.M. # 19763 SC-75-R

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 Palph R. I Southly Suggins to The ideas of South Caroline, as heak, dated 1. 1968, and decoured in the office of the Recorder in the County of Greenville, State of South Caroline, and the Undersakings therein described discharged.

The Citizens and Southern Motional Bank of South Carolina

By

By SAUDHED AND CRUCERED OF INSCORD DAY OF Fel Ollie R. M. C. FOR GREENVILLE COUNTY AT 11:30 O'CLOCK A M. NO. 17934