

JUN 14 1968

3224 REAL PROPERTY AGREEMENT

XVH X BOOK 846 PAGE 378

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 of those parcels or lots of land in the City of Greer, in Chick Springs Township of Greenville County, South Carolina, lying just northwest of the Brushy Creek Road and on the West side of Grace Street, being all of Lots Nos. 4, 5 and 6 and the eastern portion of Lot No. 33 on a plat of property made for Grace W. Schilleter by H. L. Dunahoo, Surveyor, dated September 29, 1947, and having the following courses and distances:

Beginning on an iron pin on the western edge of Grace Street, joint front corner of Lots Nos. 6 and 7 on said plat, and runs thence with the common line of said lots in a westerly direction 150 feet to an iron pin, joint corner of Lots Nos. 6, 7, 32 and 33 on said plat; thence with the common line of Lots Nos. 3, 32 and 33 S. 73.58 W. 115 feet to a point on line of these lots; thence a new line in a slightly southeasterly direction to a point on the common line of Lots Nos. 33 and 34, which point is exactly 75 feet S. 73.58 W. of the joint corner of Lots Nos. 3, 4, 33 and 34; thence with the common line of Lots Nos. 33 and 34; N. 73.58 E. 75 feet to a stake, joint corner of Lots Nos. 3, 4, 33 and 34 on said plat; thence with the common line of Lots Nos. 3 and 4 in an easterly direction (slightly southeasterly) 166 feet to a stake on the western edge of Grace Street, thence with the western edge of Grace Street N. 3.00 W. 150 feet to the beginning corner, and being a portion of that property conveyed to me, the grantor, by Grace W. Schilleter, dated Oct. 27, 1947, 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 Patsy P. Hunt x J. B. Hawkins Jr.
Witness Lily F. Gorenflo x Bobbie C. Hawkins

Dated at: Greer, South Carolina June 7, 1968

State of South Carolina
County of Greenville

Personally appeared before me Patsy P. Hunt who, after being duly sworn, says that he saw the within named J. B. Hawkins, Jr. and Bobbie C. Hawkins sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lily F. Gorenflo witnesses the execution thereof.

Subscribed and sworn to before me this 7 day of June, 1968

Notary Public, State of South Carolina My Commission expires at the will of the Governor My Comm. Exp. Date 1/1/1970

Recorded June 14, 1968 At 9:15 A.M. # 32244

Real Property Agreement
FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 1 PAGE 353

SATISFIED AND CANCELLED OF RECORD
21 DAY OF July 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:45 O'CLOCK P. M. NO. 2103