Mrs. 015 1971 FAL PROPERTY AGREEMENT -69

(?)

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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 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 leviad upon the real property described below; and
- 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 de-scribed 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 in the County of Greenville, South Carolina, on the northerly side of Lyons Drive, and being shown on plat of Property of Michael W. Pannell, prepared by Carolina Engineering & Surveying Co., on 11 March 1969, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the northerly side of Lyons Drive, and running thence N. 3-27 E. 1373.1 feet to an iron pin; running thence S. 83-43 E. 283.4 feet to an iron pin; running thence with the joint line of Property of Pittman, S. 3-26 W. 1378.7 feet to an iron pin on the northerly side of Lyons Drive; running thence with the northerly side of Lyons Drive; N. 82-10 W. 284 feet to the point of BEGINNING.

The within is the westerly portion of that property heretofore conveyed to the grantor by deed of Janie McK. Edwards, recorded in the RMC Office for Greenville County, S.C., in Deed Book 865, at Page 259.

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 onligation, 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.

Personally appeared before the within named act and deed deliver the within written instrument of writing, and that deponent with

Public, State of South Carolina

11-23-80 SC-75

Real Property Agreement Recorded August 9th, 1971 at 11:45 A.M. #4030

(Witness sign here)

FOR SATISFACTION TO THIS MORTGAGE SEE _PAGE_*5*_9_

SATISFIED AND CANCELLED OF RECORD Mannie S. Markers Ó . i , S. c R. M. C. FOR GREENVILL AT 9:35 O'CLOCK _ M NO 28133