

OR SA...
SAT REACTION NO. K. 30

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2 - 14 - 72 June 72
FOR GREENVILLE COUNTY S.C.
4:00 P.M. 29332

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21755 FEB 14 1972

REAL PROPERTY AGREEMENT

VOL 936 PAGE 232

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 now or hereafter 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 the buildings and improvements thereon, situate, lying and being on the West side of Meyers Court in the City of Greenville, in the County of Greenville, State of South Carolina, being shown as Lot No. 13 of Section "C" on plat of Parkvale made by Dalton and Neves, Engrs., July 1940, recorded in the R.M.C. office for Greenville County, S. C. in Plat Book "R", Page 54, said lot fronting 70 feet on the West side of Meyers Court with a depth of 150 feet on the South Side, a depth of 150 feet on the North side, and being 70 feet across the rear.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies what-so-ever and then or becoming due to the undersigned, or any of them, and now or hereafter for or on account of said real property, and hereby irrevocably appoint Bank, its 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 or to 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 in default by any of the undersigned or 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 or any obligation or indebtedness then remaining unpaid 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: Nelle Pryor _____ x Homer E. Miller _____
 Witness: Barry A. Duffley _____ x Margaret B. Miller _____
 Dated at Greenville _____ 2-14-72

DATE

State of South Carolina
 County of Greenville
 Personally appeared before me Nelle Pryor _____ who, after being duly sworn, says that he saw
 the within named Homer E. Miller _____ Margaret B. Miller _____ sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Barry A. Duffley _____
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 14th day of February, 1972 Nelle Pryor _____
James H. Rowson _____ (Witness sign here)
 Notary Public, State of South Carolina

My Commission expires at the will of the Governor
 50-75 11-23-72 Recorded February 14, 1972 At 11:15 A.M. # 21755