R. M. C. FOR GREENV AT // O'CLOCK O,CTOCK _ M. NO./2

> 94.7 PAGE VOL 35130 REAL PROPERTY AGREEMENT

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
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other states of the property scribed below, or any interest therein; and (other than
- 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hundersigned, as rental, or otherwise. and howsoever for or on account of that certain real property

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House and lot at 115 East Earle Street, Greenville, S.C. situate between Elizabeth & Bennett Streets facing South on Earle Street, and lot extending through to Garraux Street on North. Lot No.14 on East Earle Street -Lot No.10 on Garraux Street.

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Two -Brick Veneer; plaster walls; hardwood floors; heat gas fired steam; cooling. Street asphalt, curbs, city water, xxxx sewer, mtgee - none; 2307 sq.ft., plus double garage attached to house with den overhead 418 sq.ft. Storycooling. 8 rooms - 3 bedrooms, 3 baths, living room, dining room, kitchen. carpeting in living room, dining room entrance hall. closets 6; - Carpeting on stairway upstairs. Kitchen equipped w/dishwasher and stove. 四篇 10

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.
- 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, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of B showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Dall Schaller XXI Tohul Lower 1
Witness Jesse Carson xx Curry & Leu Rue
Dated at: Nachulle (20072)
State of South Carolina
Personally appeared before me who, after being duly sworn, says that he saw
the within named Robert E. Jentiness) a Many Ogulus sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with (Witness)
Subscribed and sworn to before me
this 9 day of Maryune, 1972 On hour (Witness sign here) Noyary Public, State of South Carolina
the Commission expires at the will of the Governor sc-73-R Real Property Agreement Recorded June 23, 1972 at 11:30 A.M. #35130