## R SATISFACTION TO THIS MORTGAGE SEE PAGE 521

annie & Tankorskey M. C. FOR GREENVILLE COUNTY, S. C. AT 2:50 O'CLOCK P. M. NO. 11079

## VOL 965 PAGE 454

## REAL PROPERTY AGREEMENT

& TANKERSLEY  $\setminus_{In}$ FIRST PIEDMONT- BANK AND TRUST consideration of such loans and indebtedness as shall be made by or become due to COMPANY (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 as follows:

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

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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

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 . State of South Carolina, described as follows: Greenville

All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter to be constructed thereon-situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 2 of property of Peter H. Wuest according to a plat thereof prepared by R. K. Campbell dated January 24, 1961 and recorded in the rMC Office for Greenville County in Plat Book AAA, at Page 141, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the norther side of Winesap Way at the joint front corner of Lots Nos. 1 and 2, and running thence with the northern side of Winesap Way, S 65-25 W. 100 feet to an iron pinat the joint front corner of Lots Nos. 2 and 3; running thence with the joint line of said lots, N. 24-35W. 200 feet to an iron pin, joint rear corner of Lots Nos. 2 and 3; running thence with the rear line of Lot No. 2, N. 65-25E. 100 feet to an iron pin at the joint rear corner of Lots No.s 2 and 1; and running thence with the joint line of said lots, S. 24-35 E. 200 feet to the point of beginning, being the same conveyed by James Dennis Cannon and Annie S. Cannon by deed of even date, to be recorded herewith.

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 tenforce 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 Eank 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, auccessors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of 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

Witness // Witness X / Witness	Con cer-
Witness Swan w. Huffman x Sharyn	van Geer
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Dated at: Greenville, S. C. Jan. 197	<i>1</i> 3
State of South Carolina	
County of Greenville	
Teraditari, opposite octore as	ho, after being duly sworn, says that he saw
(Witness)	sign, seal, and as their
the within named Haris Van and Sharyn Van Geer (Borrowers)	
act and deed deliver the within written instrument of writing, and that deponent with	Susan W. Huffman
	(Witness)
witnesses the execution thereof.	
Market and the state of the sta	1:0
Subscribed and sworn to before me	7.1/ /
this 17thy of January 1973	1 cl L
Diarran W. Nulman	(Wi ness sign here)
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Notary Public, State of South Collina	
My Commission expires: 221/82	* W # 00675
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Real Property Agreement Recorded January 23, 1973 at 10:45 A. M., # 20675