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SEP 24 1965 9648 XX XX

REAL PROPERTY AGREEMENT BOOK 783 PAGE 29

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: Deed Book 440, Page 197

All that certain piece, parcel, or lot of land, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township on the eastern side of Dargan Avenue, being known and designated as Lot No. 17 of the property of Talmer Cordell and James H. Campbell according to a plat thereof prepared by C. C. Jones, Engineer in October, 1950, revised and replatted by Dalton and Neves, March 1951, and recorded in the R. M. C. Office for Greenville County in Plat Book Z at page 175 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Dargan Avenue at the corner of Lot No. 18 which point is 265 feet from the southeast corner of the intersection of Dargan Avenue with Florida Avenue Extension and running thence, along the line of Lot No. 18, N. 75-47 E. 180 feet to an iron pin at the rear corner of said lot; thence S. 14-13 E. 80 feet to an iron pin at the rear corner of Lot No. 16; thence along the line of Lot No. 16 S. 75-47. W. 180 feet to an iron pin at the corner of said lot on the Eastern Side of Dargan Avenue; thence along the Eastern side of Dargan Avenue, conveyed to me by Local Home Builders, Inc. by deed dated May 21, 1951, and recorded in the R. M. C. Office for Greenville County in Vol. 435 at page 489.

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 Ronald A. Shumaker x Joe A. Roache

Witness Inez W. Roache x

Dated at: Greenville, S. C. Sept. 21, 1965  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Ronald A. Shumaker (Witness) who, after being duly sworn, says that he saw the within named Joe A. Roache & Inez W. Roache (Borrowers) sign, seal, and as their

act and do deliver the within written instrument of writing, and that deponent with Ronald A. Shumaker (Witness) Marion F. Austin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 21 day of Sept, 1965  
Ronald A. Shumaker (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R Recorded September 24th., 1965 At 9:30 A.M. # 9648

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Joe A. & Inez W. Roache to the Citizens and Southern National Bank of South Carolina, as Bank dated Sept. 21, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina on Sept. 24, 1965, is SATISFIED AND CANCELLED OF RECORD