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SEP 5 1968 XXX  
5627

REAL PROPERTY AGREEMENT

BOOK 851 PAGE 499

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:

All that piece, parcel or lot of land situate on the west side of Pimlico Road in the City of Greenville, Greenville County, South Carolina, being shown as Lot No. 77 on plat of Section A of Gower Estates, prepared by Dalton and Neves, Engineers, January, 1960, recorded in the R.M. C. Office for Greenville County, South Carolina, in Plat Book QQ at pages 146 and 147, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the west side of Pimlico Road at joint front corner of Lots 77 and 78 and running thence with the line of Lot 78 N. 76-41 W. 215 feet to an iron pin the center of a branch; thence down ~~XXXXXXXX~~ the center of the branch (the traverse line being S. 6-37 E. 85.1 feet) to a point in the branch at joint rear corner of Lots 76 and 77; thence with the line of Lot 76 S. 76-41 E. 186 feet to an iron pin on the west side of Pimlico Road; thence with Pimlico Road, N. 13-19 E. 80 feet to the beginning corner.

This property is conveyed subject to the restrictive covenants recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 663 at page 118. This is the same property conveyed to the Grantor herein by deed of John F. Donahoe dated Oct. 4 1963, and recorded in the Office of the RMC for Greenville County in Deed Book 733, at page 224.

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 George W. Lewis x Lucille W. Hopke  
 Witness Frances Lawson x J. Clarence Hopke  
 Dated at: Greenville Date 9-3-68

State of South Carolina  
County of Greenville

Personally appeared before me George W. Lewis who, after being duly sworn, says that he saw the within named Lucille W. Hopke & J. Clarence Hopke sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 3 day of September, 1968 George W. Lewis (Witness sign here)

Dianna R. Weaver  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R 5-1-78 Recorded September 5, 1968 At 9:30 A.M. # 5627

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 Lucille W. & J. Clarence Hopke to The Citizens and Southern National Bank of South Carolina, as Bank, dated 9/3 1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 9/5 1968, Docket 851 at Page 499, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson By J. William Hughes  
Charles H. Welch L. S. D. Lending Officer

SATISFIED AND CANCELLED OF RECORD  
23 DAY OF Mar 1970  
Olle Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
3:00 O'CLOCK P. M. NO. 20699