FILLL

R. H. C.

JUL 1 7 1969**0**

แสงเห

111 1 7 1969 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 fulf, 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

All that piece. parcel or lot of land in Greenville Township, Greenville County State of South Carolina, and being known and designated at Lets Nos. 1 and 2, as shown on platt of property of J. Malvin Hunt as made by Pickell and Pickell, Engineers, December 9, 1947 which Plat is of record in the R. M. C. Office for Creenville County in Plat Book R, Page 171, said lots of land being described together as a single trect.

and hereby irrevocably authorize and direct all lesses, escrow holders and others to pay to Bank, all rent and to 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 donstitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby suthorized to rely thereon.

Witness J. William Hughan x Jo, Willen Walker
Witness George af Lowis x (Mrs.) Ollie B. Walker
Dated at: Briswille, S. C. 7-16-69
State of South Carolina
Councy of Grismille.
Personally appeared before me 1. (Withbes) who, after being duly sworn, says that he saw
the within named 1. William Walker Tillie B. Walker sign, peal, and as their
act and deed deliver the within written instrument of writing, and that deponent with GLAGE W- New's
witnesses the execution thereof.
Subscribed and sworn to before me
this 16 day of July, 1969 (), william Hughan
Sianne Riccause (Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor
sc-75 S-1-Q Recorded July 17th, 1969 at 9:30 A.M. #1352

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 Liller Walker Valle B. Walker to The Citizens and
Southern National Bank of South Carolina, as 18 dated 7-16 1969 and re-
corded in the office of the Recorder in the County of Groenville, State of South Carolina, on 1967, Speker 177 at Fage 48, has been terminated and the undertak-
Mids inerelli described disafarara.
The Citizens and Southern National Bank of South Carolina Witness Francis Lawson By M. F. Austin L. L.O Aubbie Parker
CAMERIED AND CANCELLED OF RECORD
28 DAY OF fan. 197/
Du F

FOR CREENVILLE COUNTY, S. C.