SEPA 1985 5521 REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN HATIUNAL BANK OF SOUTH CAROLINA (hereinefter 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

All that piece, parcel or lot of land near the City of Greenville in the County of Greenville, state of South Carolina, located on the eastern side of View Point Drive (change to Rainbow Drive) and being a portion of lot # 12 as shown on a plat of subdivision of Eliza D. Ware as recorded in the RMC Office of GreenvilleCounty, South Carolina in plat Book M at page 27 and having according to recent survey by J. C. Hill, August, 1956, the following metes and bounds to wit:

BEGINNING at an iron pin at joint front corner of lots 13 and 12 on View Point Drive and running thence along View Point Drive, S. 49-0 E 70 feet to a point in Lot 12 running thence through lot 12 N. 38-45 E. 149.8 feet to an iron pin running thence N. 49-0 W. 50 feet to an iron pin running thence S. 46-20 W. 150 feet to the point of beginning.

and hereby irrevocably authorize and direct all lessees, secrow 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	Dane N. Ke	ller x x/	Lunia //	= Claus
Witness	May Ph	Total V		
Dated at: Green	nville /		9- 3- 69	
State of South Carolin	a Greenville .			
Personally appear	red before me <u>Diane [</u> Annie McClain). Keller (Witness)	who, after	being duly sworn, says that he saw
	he within written instrumen	(Borrowers) t of writing, and that dep	poment with Dan L.	sign, seel, end as their Moyd (Witness)
Subscribed and sw this 3 day of 50	orn to before me	llian	e D. Kell	(ei)
Notary Public, State o	f South Carolina		, (w	itness sign here)

sc-75-R Recorded September 4, 1969 At 9:45 A.M. # 5521