RECORDING FEE PAID \$ 1,25

19799 MAR 1 1 1970 REAL PROPERTY AGREEMENT

va 885 ms 607

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

, State of South Carolina, described as follows: Greenville

All that piece, parcel of lot of land situate, lying and being in Greenville County, South Carolina, and being known as Lot No. 21, Pine Grove Heights recorded in the RMC Office for Greenville County, South Carolina in Plat Book Y, at Page 87, the lot size being 100 Feet by 160 feet by 100 feet by 160 feet.

The Grantee assumes and agrees to pay the balance due on that certain mortgage given by the Grantor to C. Douglas Wilson & Co. dated November 17, 1964, and recorded in the RMC Office for Greenville County in Mortgage Volume 978 at Page 439, balance due as of this date \$7,261.89.

This conveyance is made subject to any restrictions or easements that may appear of record, on the recorded plat(s) or on the permises.

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and hereby irrevocably lauthorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whits lever and when soever 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 hame, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to renforce 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 and policy and other instruments are connection therewith.

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, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of I 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.

Lowille staurar Greens Dated at: State of South Carolina Grewi Personally appeared before me (Witness) (Borrowers) the within named 1/1c4er bail * France act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Subscribed and sworn to before me February 10 70 this 10 day of _ Notary Public, State of South Carolina
My Commission expires at the will of the (Witness sign here)

5-1-11

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK ______ PAGE #9/

> SATISFIED AND CANCELLED OF HEATED Ollie Sameworth R. M. C. FOR GREENWILE COUNTY, S. C. 58 AT 3:15 OKLOCK 9 MIND 22658

GOVERNOT Recorded March 11th, 1970 at 10:45 A.M. #19799