FOR SATISFACTION TO THIS MURTGAGE SATISFACTION BOOK 3 PAGE 121

 $\mathsf{DAY}$ OF Ollie Farmwarth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 2:45 O'CLOCK P M. NO. 10139

19799 . \*\* MAR 1 1 1976 REAL PROPERTY AGREEMENT 1.25

VOL 885 PAGE 614

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 undereigned, 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 or lot of land in Chick Springs Township, Greenville County, State of South Carolina, located about one-half mile from the town of Greer, on the new Pelham road, beginning at an iron pin on said bank, east 224 feet to iron pin on said ditch; north 75 feet up said ditch to iron pin; west 243 feet to an iron pin on Pelham road; south 75 feet down Pelham road to the beginning corner, together with a one-half interest in well, and being the same property conveyed to me by deed of J. R. Greene dated May 11, 1949, deed yet to be recorded.

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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 nk, in its discretion, may elect.
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  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, legatess, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavic 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 Allerse W. News.

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WILLIES STORESTONS X Junite & Smiles
Dated at: Greenville, S.C. (2-10-70)
State of South Carolina  County of
County of Citabolic
Personally appeared before me Giova (L. flutto who, after being duly sworn, says that he saw
the within named Rmy ). \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
act and deed deliver the within written instrument of writing, and that deponent with Francis (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
this 10 day of February, 1970 though color (Girnese sign here)
Deanne Lineau
Notary Public, State of South Carolina
My Commission expires at the will-of the Goyarnor
5-1-7 K Recorded March 11th, 1970 at 10:45 A.M. #19799