APR 23 1970 23211 X APR 2 3 1970 D 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 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 Mrs. Offic in receipt

- 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
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than
 presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property deed below, or any interest therein; and 2.
- 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

Harold Allen, his Heirs and Assigns forever,

All that piece, parcel or lot of land lying, being and situate in Oneal Township, on the South side of Cumberland Drive, in County and State aforesaid, and being known and designated as lot no. Thirteen (13) of the Woburn Court property of W. Dennis Smith as shown on plat prepared by John A. Simmons, Reg. Surveyor, dated July 25, 1963 and which plat has been recorded in the R. M. C. Office for said County in Plat Book WW, page 525. This being a part of the property which was conveyed to grantor herein by Earline S Stone by deed recorded in said office in Deed Book 727, page 332. For a more particular description see the aforesaid plat.

The above descirbed property is subject to the Restrictive Convenants as are more particular set forth in Deed Book 729, page 369 in the said R. M. C. Office.

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 new triate 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 indebted ness 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 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 assigns, and inure to the benefit of Bank and its successors and constitute conclusive evidence of the validity, effectiveness and 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.

Ma Dated at: Steenwille State of South Carolina County of MREETHERE who, after being duly sworn, says that he saw Personally appeared before me sign, seal, and as their the within named Marked allers and Stilling and Collection act and deed deliver the within written instrument of writing, and that deponent with Sac. Wall (Witness wirnesses the execution thereof. , 19_20 Novary Public, State of South Carolina mission expires at the will of the Governor Му Сор

Recorded April 23rd, 1970 at 3:00 P.M. #23211

FOR SATISFACTION TO THIS MORTGAGE SEE 23 PAGE 353 SATISFACTION BOOK __

SATISFIED AND CANCELLED OF WELLELD DAY OF Ma £74 lan R. M. C. FOR GREENVILLE COUNTY & C. O'CLOCK J. M. NO. 29256