

FILED
MAY 29 1970
Mrs. C.

MAY 29 1970 26202
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

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 Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land with all improvements thereon or hereafter constructed thereon, situate lying and being the State of South Carolina, County of Greenville in the City of Greenville on the southern side of University Ridge, being shown on the Block Book Map for the City of Greenville as Lot 2 Block 1 on Sheet 91 and being described as follows:

BEGINNING at a point on the southern side of University Ridge, 100 feet east of Brier Street and running thence along University Ridge in an easterly direction 50 feet to a corner, thence in a southerly direction 100 feet; thence in a westerly direction 40 feet more or less to a corner; thence in a northerly direction 100 feet to the beginning corner. Being bounded on the north by University Ridge, on the east by land now or formerly being Cleveland land, on the south by land now & formerly owned by Henry Brier and on the west by property now or formerly owned by James.

Being the same property conveyed to the mortgagor by deed recorded in Deed book 218 at page 134.

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 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 James Lawson X H. S. Smiley, D.D.S.
 Witness Jerry L. Gault X Alma B. Smiley
 Dated at: Greenville 5-22-70
Date

State of South Carolina
 County of Greenville
 Personally appeared before me Frances Lawson who, after being duly sworn, says that he saw the within named H. S. Smiley, D.D.S. and Alma B. Smiley sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jerry L. Gault witnesses the execution thereof.

Subscribed and sworn to before me
 this 28 day of May, 1970
Dianna Weaver (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 Recorded May 29, 1970 At 1:30 P.M. # 26202
 SC-75
5-1-78

SATISFIED AND CANCELLED AS REQUIRED
 22 Mar 1972
 Ollie Farnsworth
 R. C. FOR GREENVILLE
 11:45
 23349