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OCT 3 - 1963

REAL PROPERTY AGREEMENT

BOOK 733 110

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 piece parcel or lot of land in Greenville Township, Greenville County, State of South Carolina near the City of Greenville on the Western side of Lake street extending from Monte Vista Ave. to Tallulah Drive as shown on a plat made by C. H. Furman, Jr., Engineer March 6, 1923, recorded in the office of the R.M.C. for Greenville County in Plat Book F, Page 108, embracing lots Nos. 35, 36, 37 & 38 having the following marker and bounds, to-wit:*

Beginning: at an iron pin at corner of Tallulah Drive and Lake Street and running thence along western side of Lake Street S. 25-40 E. 400 feet to an iron pin corner of Lake Street and Monte Vista Avenue; thence along Northern side of Monte Vista Avenue of Lake Street and Monte Vista Avenue; thence along Northern side of Monte Vista Avenue S. 64-20 W. 200 feet to an iron pin corner of Lot # 34; thence along line of lots 34 & 33, N. 25-40 W. 400 feet to an iron pin on Southern side of Tallulah Drive, corner of lot No. 33; thence along Southern side of Tallulah Drive, N. 64-20 W. 200 feet to the beginning corner.

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 *Jack T. Moyd* x *Jack L. Pressley*
 Witness *Jack L. Pressley* x *Mr. James St. Allen*
 Dated at: Greenville 10/2/63
Date

State of South Carolina
 County of Greenville

Personally appeared before me Jack T. Moyd (Witness) who, after being duly sworn, says that he saw the within named Mr. E. W. & Irene H. Allen (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack L. Pressley (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 2 day of October, 1963 *Jack L. Pressley* (Witness sign here)

Halper
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded October 3rd., 1963 at 9:30 A.M. # 10058

The debt hereby secured is paid in full and the use of this instrument is terminated on this 12th day of Oct. A.D. 1965
 In the presence of: Betty Higgins
Susan Barras
 By: Billy J. Silver Mgr. + Bat.
 SATISFIED AND CANCELLED OF RECORD
21 DAY OF Oct. 1965
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A. M. NO. 12343