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22078

FEB 5 - 1964 X X + +  
REAL PROPERTY AGREEMENT

BOOK 741 PAGE 418

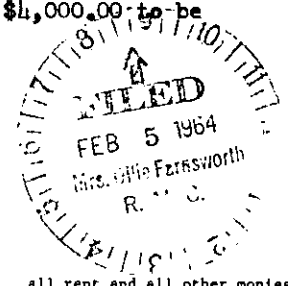
In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or 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:

Recorded in Bk 603 Pg 221

All those certain pieces, parcels or lots of land, situate, lying & being in Greenville Township, Greenville County, State of South Carolina, being shown & designated as L ts 5 and 47 on Plat of San Souci Annex recorded in P, at Book C., at page 29, RMC Office for Greenville County, and being more particularly described as follows: (FULL DESCRIPTION ON RECORD) Being the same property conveyed to the Grantors by deed recorded in Deed Book 422, at page 351, RMC Office for Greenville County.

The Grantee assumes and agrees to pay the balance due on Mortgage by the Grantors to Fedelity Federal Savings & Loan Association in the original Amount of \$4,000.00 to be recorded.



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 Donna Dacus x Joe D. Langley  
 Witness Billy J. Silver x Martha G. Langley

Dated at: Greenville South Carolina Feb 4, 1964  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Donna Dacus (Witness) who, after being duly sworn, says that he saw the within named Joe D. & Martha G. Langley (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Billy J. Silver (Witness) witnesses the execution thereof.

Subscribed and sworn to before me  
this 4 day of Feb, 1964  
Reba S. McCoy (Witness sign here)

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

SC-75-R Recorded February 5, 1964 At 8:45 A.M. # 22078

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 13th of January 1967  
Citizens & Southern National Bank of South Carolina  
W. L. Phurigo mgr.  
Witness: Kay C. Hill  
Witness: Betty S. Holland

SATISFIED AND CANCELLED OF RECORD  
13 DAY OF Jan. 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:07 OCLOCK P. M. NO. 16922