

125/ SEP 28 1964

9530

BOOK 758 PAGE 368

REAL PROPERTY AGREEMENT

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

Plat Book V at page 49

and

Plat Book T at page 96

All the certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, being known and designated as Lots Nos. 4 and 5 as shown on plat of the property of E. C. Salter prepared by W. J. Riddle, Surveyor, September, 1948, recorded in Plat Book T at page 96 and Plat Book V at page 49, and being more particularly described according to said plat as follows:

As part of the consideration for the within conveyance the grantees assume the mortgage on the above described property given to Fidelity Federal Savings and Loan Association by the grantor, the balance now due being the sum of \$8,833.54 and recorded in Volume 632, page 537, R. M. C. Office for Greenville County. For deed to grantor see Deed Book 522, Page 98.

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.

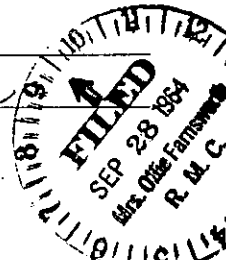
Witness Robert L. Pence x

Jack S. Butler
Jack S. Butler

Witness Florence H. Renfroe x

Wilma C. Butler
Wilma C. Butler

Dated at: September 23, 1964 - Greenville, South Carolina



State of South Carolina
County of GREENVILLE

Personally appeared before me Robert L. Pence who, after being duly sworn, says that he is

the within named Jack S. Butler and Wilma C. Butler sign, seal, and as their

act and deed delivered the within written instrument of writing, and that deponent with Florence H. Renfroe (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 23rd day of September, 1964

Robert L. Pence (Witness sign here)

Martha Ann Cheves

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

SC-75-R

Recorded September 28th., 1964 At 9:30 A.M. # 9530

State of South Carolina
County of Greenville

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

1st day of June 1965
The Citizens & Southern Natl. Bank

By: Ralph M. Kerkel Jr.

Witness: Betty Higgins

Witness: Susan Barnes

SATISFIED AND CANCELLED OF RECORD

7 DAY OF June 19 65

Ellie Farnwood
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A. M. NO. 34283