

31614

REAL PROPERTY AGREEMENT

BOOK 845 PAGE 517

JUN 6 1968

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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

Greenville, State of South Carolina, described as follows:

All that lot of land with buildings and improvements situate thereon lying on the southern side of Avon Drive in Greenville County, South Carolina, geing shown as Lot No. 129 on Plat of Avon Park, made by C. C. Jones & Associates, Engineers, dated Novemeber, 1956, and recorded in the RMC Office for Greenville County, S. C. in plat Book KK, page 71, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southern side of Avon Drive at the joint front corners of Lot Nos. 128 and 129 and running thence S. 20-09 E., 200 feet to an iron pin; thence along the line of Lot No. 152, S. 69-51 W, 80 feet to an iron pin; thence along the line of Lot 130, N. 20-09 W, 200 feet to an iron pin on Avon Drive; thence along the Southern side of Avon Drive, N. 69-51 E. 80 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the Grantor by dded of William R. Bray of even date herewith to be recorded, and is hereby conveyed subject to utility rights of way easements and restrictive covenants applicable to Avon Park shown on the aforementioned recorded plat and appearing of public record.

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 David Sloan x Michael G. Gallagher

Witness Frances Lawson x Patricia J. Gallagher

Dated at: Greenville Date 5-30-68

State of South Carolina
County of Greenville

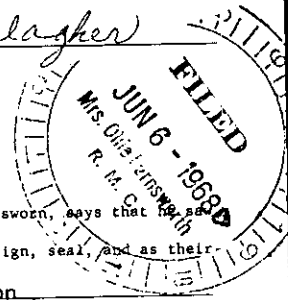
Personally appeared before me David Sloan who, after being duly sworn, says that

the within named Michael G. Gallagher and Patricia J. Gallagher sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 30th day of May, 1968 David Sloan (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor 5-1-78



SC-75-R Recorded June 6, 1968 At 9:00 A.M. # 31614

Real Property Agreement
FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 1 PAGE 350

SATISFIED AND CANCELLED OF RECORD
21 DAY OF July 1971
Ollie L. ...
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 2:45 O'CLOCK P. M. NO. 2104