

SEP 23 1970
Miss. Co. R. I. Worth

7205
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 piece, parcel or lot of land in the County of Greenville, State of South Carolina situate, lying and being on the western side of Brook Forest Dr. and being known and designated as Lot No. 31 on plat of Sections 1 and 2 of Belle Meade Subdivision, plat of which is recorded in the R.M.C. Office for Greenville County in Plat Book "EE," at Pages 116 and 117 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Brook Forest Drive, joint front corner of Lots Nos. 31 and 32 and running thence with the common line of said lots S.71-21 W.139 feet to an iron pin; thence with the rear line of Lot No.31 N.19-00W. 86.9 feet to an iron pin; thence with the common line of Lots Nos. 30 and 31 N. 74-10 E.147.4 feet to an iron pin on the western side of Brook Forest Drive; thence with said Drive S.12-48 E. 80 feet to an iron pin, the point of beginning.

The above is the same property conveyed to the grantor by deed dated May 28, 1959 and recorded in the R.M.C. Office for Greenville County in Deed Book 625, at Page 500.

This conveyance is made subject to restrictions, easements and rights-of-way appearing on record in the R.M.C. Office for Greenville County.

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 Debbie Parker x Irvin Lingen

Witness Becky Lynn x Selwyn M. Lingen

Dated at: Greenville 9-21-70
Date

State of South Carolina
County of Greenville

Personally appeared before me Debbie Parker (Witness) who, after being duly sworn, says that he saw the within named Cris and Selwyn Lingen (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Becky Lynn (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 21 day of Sept, 1970
Martha N. Davis (Notary Public, State of South Carolina)
My Commission expires at the will of the Governor

sc-75 MY COMMISSION EXPIRES DECEMBER 3, 1979
Recorded September 23rd, 1970 at 3:00 P. M. #7205

Real Property Agreement
FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 8 PAGE 394

SATISFIED AND CANCELLED OF RECORD

Elizabeth Riddle DAY OF Sept 1972

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:30 O'CLOCK P M. NO. 159