

ORDINANCE 125

AUG 30 1971
Mrs. Ollie Farnsworth
R. M. C.

6338 AUG 30 1971
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. Heraby 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 certain piece, or parcel or lot of land with the improvements thereon, situate lying and being in the State of South Carolina, County of Greenville, known and designated as Lots no. 20 of Broadmoor Subdivision as shown by plat recorded in the R. M. C. Office for Greenville County in Plat Book RR at page 47 and having according to said plat the following metes and bounds to wit:

Beginning at an iron pin on the eastern side of Holmsby Lane, the joint front corner of Lots 19 and 20 and running thence with the eastern side of Holmsby Lane N. 2-20- E. 101.6 feet to an iron pin the joint front corner of Lots 20 and 21 thence with Lot 21 S.88-38 E. 165.2 feet to an iron pin the the rear left corner of Lot 19 thence with Lot 19 S. 87-33 E. 167 2 feet to the beginning corner being the same conveyed to me by S. N. Berry and Nell C. Berry by deed dated June 30, 1967 and recorded 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 Sandra McGaha x Lewis W. Martin
 Witness [Signature] x Mrs. Judy K. Martin
 Dated at: Greenville 8-26-71
Date

State of South Carolina
Greenville

County of Greenville
Personally appeared before me Sandra McGaha who, after being duly sworn, says that he saw the within named Lewis W. Martin and Mrs. Judy K. Martin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin witnesses the execution thereof.

Subscribed and sworn to before me
this 26th day of August, 1971
Ollie Farnsworth 10-15-79
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

1-05-175 Real Property Agreement Recorded August 30th, 1971 at 2:45 P. M. #6338

SATISFIED AND CANCELLED OF RECORD

10 DAY OF Aug, 1971
Ollie Farnsworth
R. M. C. FOR GREENVILLE
AT 11:30 O'CLOCK A M. NO. 16118