

125

NOV 24 1971
Mrs. Olive Farnsworth
R. M. C.

14706 NOV 24 1971
REAL PROPERTY AGREEMENT

VOL 930 PAGE 496

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 situate, lying and being in the County of Greenville, State of South Carolina, in the Town of Mauldin, on the northeastern corner of the intersection of Dellrose Avenue and North Golden Strip Drive and being known and designated as lot No. 152 of Eastdale Development as shown on plat thereof recorded in the R.M.C. Office for Greenville County in Plat Book "JJJ", at Pages 50 and 51, and having, according to said plat, the following Metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Dellrose Avenue at the joining corner of Lots Nos. 151 and 152 and running thence along said Avenue N. 68-11 W. 80.5 feet to an iron pin; thence with the curve of the intersection of said Avenue and North Golden Strip Drive, the chord of which is N. 32-32 W. 32.5 feet to an iron pin; thence along the eastern side of North Golden Strip Drive N. 3-08 E. 185 feet to an iron pin; thence S. 68-11 E. 172.5 feet to an iron pin; thence along the joint line of Lots Nos. 151 and 152 S. 21-49 W. 195 feet to the point of beginning.

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 Becky Lynn x Warne D. Dombell
 Witness Debbie Parker x Shelby S. Dombell
 Dated at: Greenville 11-16-71 Shelby S. Dombell
Date

State of South Carolina
County of Greenville

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

Subscribed and sworn to before me
this 16th day of Nov, 1971
Frances D. Shaw Becky Lynn
Notary Public, State of South Carolina (Witness sign here)

My Commission expires at the will of the Governor
Recorded November 24, 1971 At 12:45 P.M. # 14706
SC-75 11-23-80

NO SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 14 PAGE 755

SATISFIED AND CANCELLED OF RECORD
23 DAY OF March 1983
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
11:19 O'CLOCK 2 M. NO. 26877