

JUL 24 1972
ELIZABETH RIDDLE

REAL PROPERTY AGREEMENT

VOL 949 PAGE 620

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 _____, State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land, situate, lying and being on the north side of Charing Cross Rd. being known as the major portion of Lot 23 of a revision of Section 3, of Brookwood Forest, according to plat thereof recorded in the RMC Office for Greenville County in Plat Book BBB, Page 156, and having according to said plat the following metes and bounds, to wit:

Beginning at an iron pin on the north side of Charing Cross Rd., joint front corner of Lots 22 and 23, and running thence with the north side of said Road N. 75-45 W. 54.6 feet to an iron pin; thence along the north side of said Road N. 78-24 W. 58.2 feet to point located fifteen feet S. 78-24 E. from southwest corner of Lot 23; thence along line through lot 23, parallel with western line of Lot 23 approximately N. 17-55 E. 158 feet, more or less; to point in rear line of Lot 23, which point is located 15 feet S. 72-00 E. from the northwest corner of Lot 23; thence with rear line of Lot 23 S. 72-00 E. 105.4 feet to an iron pin, joint corner of Lots 23 and 22; thence with joint line of said Lots S. 15-15 W. 150.5 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 Dandra McEaha x William McKenzie
 Witness J. Harold Meddelt x Jay L. McEaha
 Dated at: Greenville 7-21-72

State of South Carolina
 County of Greenville
 Personally appeared before me Dandra McEaha who, after being duly sworn, says that he saw the within named William T. McKenzie Jay L. McEaha sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Harold Meddelt witnesses the execution thereof.

Subscribed and sworn to before me this 21st day of July 1971
Frances D. Sisson
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

1-05-175 Real Property Agreement Recorded July 24, 1972 at 1:00 P. M.; #2182

SATISFIED AND CANCELLED OF RECORD
1st DAY OF Aug 1977
Donnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 1:00 O'CLOCK P M. NO. 3362

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 30 PAGE 9

For Subscribing Person - see deed book 1019 of page 578