

JUL 27 1972  
ELIZABETH RIDDLE

2645

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RECORDING FEE  
PAID 1.98

REAL PROPERTY AGREEMENT

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:

Lot No. 11 = BEGINNING AT a point on the South side of Fairview Avenue, 50 feet east of the Southeastern intersection of Water Street and Fairview Avenue, and running thence with the South side of Fairview Avenue, S. 70-47 E. 50 feet to an iron pin, joint corner of Lots Nos. 11 and 12; thence along the joint line of Lots Nos. 11 and 12, S. 21-00 W. 151.3 feet to an iron pin on a fifteen foot alley; thence along said alley, N. 70-00 W. 43 feet to a point, joint corner of Lots Nos. 10 and 11; thence along the joint line of Lots Nos. 10 and 11, N. 18-10 E. 150.9 feet to the beginning corner on Fairview Avenue, and being the same lot conveyed to me by deed from Citizens Lumber Company, dated the \_\_\_ day of \_\_\_, and recorded in the R.M.C. Office aforesaid in Deed Book \_\_\_ at page \_\_\_.

The above lot conveyed subject to all restrictions, limitations and easements on record which apply thereto.

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 McYaha x Baron Martin

Witness J. Harold Middleton x Caridad Martin

Dated at: Greenville Date 7-27-72

State of South Carolina  
County of Greenville

Personally appeared before me Sandra McYaha who, after being duly sworn, says that he saw the within named Baron Martin and Caridad Martin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. Harold Middleton witnesses the execution thereof.

Subscribed and sworn to before me this 27th day of July 1972  
Frances D. Hays Sandra McYaha  
Notary Public, State of South Carolina (Witness sign here)

My Commission expires at the will of the Governor  
11-23-80 Real Property Agreement Recorded July 27, 1972 at 4:00 P. M., #2645

SATISFIED AND CANCELLED OF RECORD  
8th DAY OF June 1983  
Annie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 2:31 O'CLOCK P. M. NO. 33214

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 80 PAGE 1985