

RECORDED  
AUG 21 1972  
ELIZABETH RIDDLE

REAL PROPERTY AGREEMENT 953 PAGE 387

RECORDING FEE  
\$ 1.25

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 lot of land in the county of Greenville, state of South Carolina, designated as Lot No. 17, Black C, on plat of Brookforest, recorded in plat book BB page 41 of the RMC Office for Greenville County, S. C., having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the southeast side of Fairmon Avenue, the front joint corner of Lots Nos. 17 & 18; thence with th joint line of said lots S. 63-56 E. 151.4 feet to an iron pin corner of Lot No. 19; thence with the line of said lot N. 61033 E. 67.4 feet to an iron pin corner of Lot No. 15; thence with the line of said lot N. 63-05 W. 155.6 feet to an iron pin on the southeast side of Fairmont Avenue; thence with the southeast side of said Fairmont Avenue S. 27-10 W. 75 feet to the beginning corner.

This lot was conveyed to grantor by John William Smith by deed reorded February 18, 1969 in deed book 862 page 265 of the RMC Office for Greenville County, S. C. and is conveyed subject to restrictions applicable to said subdivision in vol. 476 page 153, and to any recorded easements or rights of way.

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 Elizabeth V. Smith x Jack L. Holcomb  
 Witness Susan Gaines x Norma V. Holcomb

Dated at: August 7, 1972, Greer, South Carolina 29651  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Elizabeth V. Smith who, after being duly sworn, says that he saw the within named Jack L. Holcomb and Norma V. Holcomb sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Gaines witnesses the execution thereof.

Subscribed and sworn to before me  
this 7 day of August, 19 72  
Frances B. Lauer (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
11-23-80

1-05-175 Real Property Agreement Recorded August 28, 1972 at 2:15 P. M., # 5974

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 33 PAGE 180

SATISFIED AND CANCELLED OF RECORD  
19 DAY OF Sept. 19 75  
Hannie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:30 O'CLOCK 8 A. M. NO. 7547