

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 23 PAGE 352

OCT 4 1972  
ELIZABETH RIDDLE

10171

OCT 4 1972

VOL 957 PAGE 146

RECORDING FEE  
125

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 whatsoever 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, parcel or lot of land, with all improvements, or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the Southwest intersection of S. C. Highway No. 14 and Mitchell Drive, in Chick Springs Township, and having the following courses and distances, to-wit: Beginning at an Iron Pin at the Southwest intersection of said highway and Mitchell Drive, and running thence with the West side of S. C. Highway No. 14 S. 35-~~XXXX~~ 21 W 151.6 feet and S. 33-07 W. 100 feet to an Iron Pin; thence N. 61-34 W. 224 feet to an Iron Pin; thence to N. 28-26 E. 250 feet to an Iron Pin on the South side of Mitchell Drive; thence with the South side of Mitchell Drive S. 61-34 E. 250 feet to the beginning point. This being a part of the property described in deed of Harold Smith, Lois Smith Vaughn and Ruth Smith Barton to Gordon L. Smith dated October 6, 1958, and being the same property conveyed to mortgagor herein by Gordon L. Smith and which deeds will be recorded forthwith in the R. M. C. Office for Greenville County. For a more particular description see plat prepared for Robert Gordon Smith by Jones Engineering Service dated March 7, 1972, and which plat will be recorded forthwith in the said Office.

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 whatsoever 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 *Bobby G. Smith*  
 Witness *Jody Campbell* x *Linda K. Smith*  
 Greer, South Carolina Aug. 28, 1972  
 Dated at: \_\_\_\_\_ 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 Bobby G. Smith and Linda K. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that Jody Campbell witnesses the execution thereof.

Subscribed and sworn to before me this 28 day of Aug., 1972

*Francis D. Raur*  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

1-05-175

Recorded Oct. 4, 1972 at 2:00 P.M. # 10171