

RECORDING FEE PAID \$ 1.25

MAR 13 1973

DONNIE S. JANKERSLEY REAL PROPERTY AGREEMENT

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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 plat of land on the Westerly side of Meadowlark Lane and being shown as all of Lot W. 22 on plat entitled Whippoorwill Section 4W prepared by Enwright Associate, Engineer, July 18, 1972, which plat is recorded in the RMC Office Greenville County, South Carolina in Plat Book 4R at page 26 reference to which plat is expressly craved, and which lot has a frontage along the Westerly side of Meadowlark Lane of 170 feet, a depth along the northerly side of 185 feet, a depth along the southerly side of 185 and being 170 feet across the rear.

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 sign thereon.

Witness Bette C. Markham X Patricia J. Ostendorf

Witness Sandra McLaha X

Dated at: Greenville, March 1-23 Date

State of South Carolina Greenville

Personally appeared before me Bette Markham who, after being duly sworn, says that he saw the within named Em Ostendorf & Patricia Ostendorf sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McLaha witnesses the execution thereof.

Subscribed and sworn to before me this 12th day of March 1973 Bette C. Markham (Witness sign here)

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

Real Property Agreement Recorded March 13, 1973 at 1:30 P. M., # 25604

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 21 PAGE 289

SATISFIED AND CANCELLED OF RECORD 5 DAY OF Feb 1974 Bonnie S. Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:37 O'CLOCK P. M. NO. 19532