

RECORDING FEE  
PAID \$ 1.00

OCT 14 1974  
11:30 AM  
DONNIE S. TANKERSLEY

PROPERTY AGREEMENT

BOOK 1008 PAGE 396

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 Murcell State of South Carolina, described as follows:

All those pieces, parcels or lots of land lying, being and situate in Chick Springs Township, County and State aforesaid, shown and designated as Lot No. Eighty-seven (87) and the western one-half of Lot No. Eighty-six (86) on a plat of Burgiss Hills prepared by Piedmont Engineering Service and recorded in the R. M. C. Office for said County in Plat Book Y, pages 96 and 97, and having the following courses and distances, to wit: Beginning on an iron pin on Old U. S. Highway No. 29, joint front corner of Lots Nos. 87 and 88, and runs thence with the common line of Lots Nos. 87 and 88 N.29-06 E.200.9 feet to an iron pin; thence S.60-44 E. 112.45 feet to a stake at the center of the rear line of Lot no. 86; thence a line equally dividing Lot No. 86, S.28-34 W. 198.3 feet to a stake on the margin of Old U. S. Highway No. 29, which stake of point is exactly in center of front line of Lot No. 86; thence with the margin of said highway, N.61-26 W.40 feet and N.59-55 W. 80 feet to the beginning. This being the same property which was conveyed to grantors herein by Burgiss Hills, Inc.

by deed recorded in the said office in Deed Book 779, page 288. 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 agree 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: Robert W. Zimmerman x William C. Crawford

Witness: Charles H. Hurd x William M. Crawford

Dated at: Spartanburg 9-27-74  
Date

State of South Carolina  
County of Murcell

Personally appeared before me Robert W. Zimmerman who, after being duly sworn, says that he saw the within named William C. Crawford and William M. Crawford sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Charles H. Hurd witnesses the execution thereof.

Subscribed and sworn to before me  
this 27 day of September 1974  
Elizabeth V. Danforth  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor 7/25/77

Robert W. Zimmerman  
(Witness sign here)

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