

JAN 1975
R. S. TANKERSLEY

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 lot of land in Greenville County, State of South Carolina, on the western side of Bennett Street, in the City of Greenville, being the rear one-third of Lots Nos. 29 and 30 of Section H on plat of Stone Land Company, recorded in Plat Book A, Page 337, recopied in Plat Book K at Pages 277 and 278, and being more particularly described as follows: Beging at an iron pin on the western side of Bennett Street, at the joint front corner of Lots Nos. 30 and 32, and running thence with the line of Lot 32, N 71-50 W 125 feet to iron pin; thence N 20-19 E 581/3 feet to iron pin; thence S 71-50 E 125 feet to iron pin on Bennett Street, thence with the western side of Bennett Street, S 20-19 W 581/3 to the point of beginning.

Said premises are the same conveyed to the grantor herein by Shepshal Realty Corporation, deed, dated August 31, 1953 and recorded in Book of Deeds 485 at Page 255, R M C Office for Greenville County, S.C.

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 Bess Andrews x Mary Fawatt

Witness Nancy Henry x Helen Fawatt

Dated at Greenville 12-31-74
Date

State of South Carolina
County of Greenville

Personally appeared before me Bess Andrews who, after being duly sworn, says that he saw the within named Mary Fawatt & Helen Fawatt sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Nancy Henry witnesses the execution thereof.

Subscribed and sworn to before me
this 7th day of January, 19 75
Francis D. Law (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED JAN 8 '75 16270 At 10:15 A.M.

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