## 800K 698 PAGE 204

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 (herainefter 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

REAL PROPERTY AGREEMENT

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real
- 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 certain piece, parcel or lot of land situate, lying and being on the Southern side of Ridge Spring Street, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 73A as shown on a plat of Orchard Acres, Section Two, prepared by J. Mac Richardson, dated December, 1959 and recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book MM at page 147, and having according to said plat the following metes and bounds:

For further information reference is made to Deed Book 695, page 223.

and hereby irrevocably authorize and direct all lesses, 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.

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Witness Illian He Glant x V amer a Wilson
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Witness Links D. Herderson x of Carolyn B. Wilson 1110,14
Dated at: Seemble MAY ED
Dated at:
5.14-62 Date May 15 1962
Date 1962 -
Date  Mrs. C. Farnsworth  State of South Carolina
State of South Carolina
County of Meanle
Personally appeared before me William Hammer who, after being duly sworn, who that he saw
the within named On A + Carolin B, Whom sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with La D. Herderson
witnesses the extension thereof.
Subscribed, and sworn to before me
Subscribed, and sworn to before me
this I day of May , 196 - William H. (Witness sign here)
this J. Faday of May , 1962 William H. Chan (Witness sign here)
this J. F gday of May 1962 Will fam H. Cran
this I fiday of May , 196 - William H. (Witness sign here) Notary Public Share of South Carolina

The debt hereby accured is paid in full and the Lien of this instrument is satisfied this left of the seather 19 63 She Belger Seather The Beach of Seath Market Seather Witness Felder Dear Seath Signing Witness Florence Bench