APR 1 8 1963 / \$21638 720 MGE 440 TAGE 440

REAL PROPERTY AGREEMENT

Shalf in R.E.M.

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

, State of South Carolina, described as follows: Recorded in Bk 696 Pg 475

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying & being in the State of South Carolina, County of Greenville, Chick Springs, Township, being known & designated as Lot 49, of a subdivision known as Wellington Green as shown on a plat thereof prepared by Piedmont Engineering Service, dated Sept 1961, recorded in the RMC Office for Greenville County in Plat Book YY at page 29 and according to said plat having the following metes & bounds, to wit: Beginning at an iron pin on the northerner side of Rollingreen Rd, the joint front corner of Lots 49 & 48, and running thence along the line of these lots, N 30-44 E.178.4 ' to an iron pin in the line of Lot 42; running thence N.57-23W. 66.01 to aniron pin; thence continuingN 61-39 W 34.0' to an iron pin at the joint rear corner of Lots 49 & 50 running thence S 30-44W 179.2' to an iron pin oh the northern side of Rollingreen Rd., running thence along Northern side od Rollingreen Rd \$.59-16 E. 100° to an iron pin, point of beginning; being the same conveyed to me by Bena M. Davis by deed dated Feb 9, 1962 and recorded in RMC Office Greenville County.

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. 1 4 OTTIOI/11

Witness School Stene x John V.	Somett to
Witness Barbara Mª Phenson & John V. Bon	heth, ir. 82
Norma L. Bon 4-17-63 Date	nett APR 18 1963
State of South Carolina	
County of South Carolina (Greenville)	(e, / 141/16)
Personally appeared before me Robert L. Pence	who, after being duly sworn, says that he saw
the within named John V. Bonnett, Jr. and Norma L. Bonnett	sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with	Barbara Lee McPherson
	(Witness)
witnesses the execution thereof.	(Witness)
witnesses the execution thereof. Subscribed and sween to before me	(Witness)
	Lence)
Subscribed and sween to before me	(Witness)
Subscribed and sween to before me this Thay of April 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(Witness sign here)

The debt hereby secured is paid the Lien of this instrument is satisfied th The Cityens of Southern South Carolina national Bank of
By: W. L. Pherigo. Witness:

SATISFIED AND CANCELLED OF RECORD Ollie tarnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 30/8/