

125

SEP 25 1963

9220

BOOK 732 PAGE 320

REAL PROPERTY AGREEMENT

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:

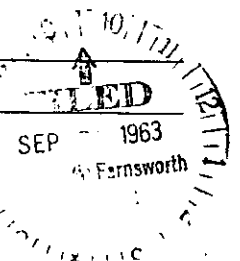
All that certain piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, located on the S. W. side of Roper Mountain Road and having the following courses and distances, to-wit: beginning at an iron pin on the S. W. side of said Road, at the Eastern corner of the Grantor's property and running thence along the line of J. L. Bramlett property South 35-00 W. 350 ft. to a point; thence along a new line through the Grantor's property in a Southeastern direction parallel to Roper Mountain Road 250 ft. to a point; thence along a new line North 35-00 E. 350 ft. to the Southeastern side of said Road; thence along said Road in a South Easterly direction 250 ft. to the point of beginning.

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: [Signature] x [Signature]
Witness: [Signature] x [Signature]

Dated at: Greenville, South Carolina September 20, 1963



State of South Carolina
County of GREENVILLE

Personally appeared before me Robert L. Pence

who, after being duly sworn, says that he saw the within named Willie K. Burns and Evonne Burns sign, seal, and as their

(Witness)
(Borrowers)

Mrs. Nina L. Moore

act and deed delivered the within written instrument of writing, and that deponent with

(Witness)

witnessed the execution thereof

Subscribed and sworn to before me

ROBERT L. PENCE

this 20 day of September, 1963

[Signature of Robert L. Pence]

(Witness-sign here)

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

Mrs. Nina L. Moore

SC-75-R

Recorded this 25th., day of September 1963, time 9:30 #9220

The above hereby secured is paid in full and the Lien of this instrument is satisfied this 26 of November 1965

SATISFIED AND CANCELLED OF RECORD

8 DAY OF Dec. 1965

Obbie Farnsworth
C. M. C. FOR GREENVILLE COUNTY, S. C.

9:37 O'CLOCK A. M. NO. 17088

Citizens & Southern National Bank of South Carolina

By: Billy J. Silver
Witness: Betty Higgins