

42.50

MAR 24 1964

27034
REAL PROPERTY AGREEMENT

BOOK 745 PAGE 155

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: Book 658-Page 377

All that certain piece, parcel or lot of land with the buildings and improvements thereon, lying and being on the wewberly side of Yawn Rd. near the City of Greenville, S.C and being designated as lot No-J on the plat of W.R. and Essie L. Lewis, as recorded in the R.M.C Office for Greenville County, S.C in Plat book FF Page 410, and having such according to a more recent survey made by E.W. Dalton, dated September 1960, the following Metes and Bounds, To-Wit.

Beginning at an Iron pin on the Westerly side of Yawn Rd. which pin is located 290 feet from the southwesterly corner of intersection of Yawn road, and also being the joint corner of the property now formerly of J.L Masters, and running thence along the westerly side of Yawn rd, N. 22-13 W 91 feet to an Iron pin, joint front corner of Lots-1 and 2: thence along the common line of said Lots S. 66-1/4 W. 160-5 feet to an Iron pin: thence S-34-42 E. 65.6 feet to an iron pin; thence N.77-16 E. 147.9 feet to an iron pin, 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 Pat E. Lowe x x Billy R. Harvell

Witness Donna Dacus x x Ruby S. Harvell

Dated at: GREENVILLE 3/23/64
Date

State of South Carolina
County of GREENVILLE

Personally appeared before me Pat E. Lowe who, after being duly sworn, says that he saw the within named Billy R. & Ruby S. Harvell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus witnesses the execution thereof.

Subscribed and sworn to before me
this 20 day of march, 1964
Pat E. Lowe (Witness sign here)

Reba B. McCoy
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SC-75-R Recorded March 24, 1964 At 9:30 A.M. # 27034

SALESIFIED AND CANCELLED OF RECORD
16 DAY OF April 1968
Allie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S.C
AT 9:45 O'CLOCK A. M. NO. 26838

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 15 of April 1968
The Citizens & Southern Nat'l Bank of S.C.
By: Clarence Hooks
Witness: Frances Lawson
Witness: E. Parker Miller