

2408 JUL 20 1964 *xtxt*
REAL PROPERTY AGREEMENT

RECORDED
 JUL 20 1964
 Mrs. Ollie Farnsworth

BOOK 753 PAGE 277

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 piece or parcel of lot of land in Greenville township, Greenville County, State of South Carolina, in the city of Greenville in the section known as Nickle Town. Being known and designated as lots # 30 & 31 of block A as shown on plat of same and recorded in plat book C at Pages 34 & 35 being more particular describe according to said plat as follows; being at a pin on west side of 2nd. avenue, of joint corner of lots # 29 & 30, running thence south 81- 40 west 87 feet 5 inches to a pin; thence South 0-30 West 50 feet, 10 inches to a pin; thence North 81- 40 feet then 87 feet, 5 inches to a pin; thence with 2nd. Avenue, North 0-30 inches 50 feet, beginning corner.

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 C. Lowe x Frank Latham
 Witness Robert L. Pence x

Dated at: Greenville 7-20-64
Date

State of South Carolina
 County of Greenville

Personally appeared before me Pat C. Lowe who, after being duly sworn, says that he saw the within named Frank Latham who sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robert L. Pence witnesses the execution thereof.
(Witness)
(Borrowers)
(Witness)

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

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 sc-75-R Recorded July 20th., 1964 At 9:30 A.M. # 2408

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 26 of February, 1969
The Citizens & Southern National Bank of South Carolina
 By: E. Parker Sutter Inst. Loan Officer
 Witness: Frances Lawson
 Witness: George H. Lewis

SATISFIED AND CANCELLED OF RECORD
12 DAY OF March 1969
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.