1.25 JUL 2 1 1964" REAL PROPERTY AGREEMENT

BOOK 753 PAGE 364

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

- 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 that 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: (Volume 272, Page 259 R.M.C. Office)

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina known and designated as lot number 51 lying on the West side of Palmetto Avenue, on a plat of lands of the West End Land and Improvement Company, recorded in the office of R.M.C. for Greenville County, in Plat Book "A" at page 153 and being more fully described

BEGINNING at an iron pin on the West side of Palmetto Avenue 296 feet from the intersection of Palmetto Avenue and McKay Street, at joint corner of Lots number 50 and 51 and running thence with line of lot Number 50 S. 79 W. 150 feet to an iron pin; thence N. 11 W. 50 feet to an iron pin at joint rear corner of lots 51 and 52; thence with line of lot 52, N. 70 F. 150 feet to an iron pin or Palmetto Avenue; these with Palmetto Avenue S. 11 F. 50 feet 79 E. 150 feet to an iron pin on Palmetto Avenue; thence with Palmetto Avenue S. 11 E. 50 feet to the beginning corner, being the same lot conveyed to me, L. B. McDaniel, by Carolina Loan & Trust Company, by deed dated January 20, 1933 and recorded in Vol. J, Rege 342, R. M. C. Office for 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 lefault 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 indebted-ness 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 ink, 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

Witness Mina L Moore x	<u> </u>	and the continue
Dated at: Greenville, S. C.	July 9, 196	4
State of South Carolina	bale	
County of Greenville Personally appeared before me Robert L. Pence		JUL 21 1934 Co Cilia for the care, after being duly sworn, says that the care.
the within named Mrs. W. Ruth A. Freeman, widow,	who	sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and tha witnesses the execution thereof.	t deponent with	Nina L. Moore
Subscribed and sworn to before me	18/10	1
this 9th day of July 64	les 3	(Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor		(comment organizate)
Recorded July 21, 1964 At	9:30 A.M. #	24,85

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 1966 Southern Bank W. Witness: Ronald 24. Shumaker Witness:

SATISFIED AND CANCELLED OF RECORD DAY OF Qua Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 3440