

2868 REAL PROPERTY AGREEMENT

BOOK 753 PAGE 488

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 275 Page 293

All that piece, parcel or lot of land with all the improvements thereon, situate on the Northwest side of Glenn road, City of Greenville, Greenville County, South Carolina known as Lot 25 of block A, on plat of the Glenn Farms, by H.S. Brockman surveyor for S.C. dated August 26, 1943, Recorded in the R.M.C. Office for Greenville County, in plat book S. pages 70 and 71 and having according to said plat the following metes and bounds To-Wit,

Beginning at an iron pin on the Northwest side of Glenn road, joint front corner of Lots 24 and 25 in block A. and running thence with lines of lot no. 24, N. 18-48 W. 380.7 feet thence N. 87.30 West 225 feet thence S. 30-45 E. 125.8 feet to the Northwest side of Glenn road; thence with Glenn road, N. 41-45 E. 100 feet to the 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 enclose 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 Luther Davis

Witness: Florence Renfro x Lillie Mae Davis

Dated at: Greenville S.C. 7-20-64

State of South Carolina
County of Greenville

Personally appeared before me PAT C. LOWE (Witness) who, after being duly sworn, says that he saw the within named LUTHER DAVIS (Borrower) & Lillie Mae Davis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Florence Renfro (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 20 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 23rd., 1964 At 9:30 A.M. # 2868

The debt hereby secured is paid in full and the lien of this instrument is satisfied this 7th day of August A.D. 1964

In the presence of:
Betty W. Wiggins

The Citizens & Southern Nat'l Bank
by Ralph M. Kessler, Jr.

Florence Renfro

SATISFIED AND CANCELLED OF RECORD
21 DAY OF Aug. 1964
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 5829