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5460 ~~with~~ 18 1964
REAL PROPERTY AGREEMENT

BOOK 755 PAGE 481

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: Vol. 363, Page 185

ALL that piece, parcel or lot of land with the buildings and improvements thereon, on the North side of Ben Street in the City of Greenville, S. C., shown as Lot No. 26 on Plat of McDaniel Heights, made by Dalton and Neves, Engineers, August, 1928, recorded in the R. M. C. Office for Greenville County, S. C., in Plat Book "G", at Page 214, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Ben Street, joint front corner of Lots Nos. 26 and 27 and running thence along the line of Lot No. 27 due North 179 feet to an iron pin; thence due West 70 feet to an iron pin at rear corner of Lot No. 25; thence along the line of Lot No. 25 due South 179 feet to an iron pin on the North side of Ben Street; thence along the North side of Ben Street due East 70 feet to 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 Nina L. Moore x

R. E. Durham
R. E. Durham

Witness Betty W. Higgins x

Helen A. Durham
Helen A. Durham

Dated at: Greenville, South Carolina August 13, 1964
Date

State of South Carolina
County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named R. E. Durham and Helen A. Durham sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty W. Higgins witnesses the execution thereof.

Subscribed and sworn to before me
this 13th day of August, 1964
Monetta Ann Chewes
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Nina L. Moore
(Witness sign here)

SC-75-R

Recorded August 18th., 1964 At 9:30 A.M. # 5460

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 17 of August 1966
Citizens + Southern National Bank
By: Ralph M. Keeler
Witness: Janet Ouzts
Witness: Francis Lawson

RECORDED AND CANCELLED OF RECORD
19 DAY OF August 1966
Olliv Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A M. NO. 5016