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AUG 26 1964 1251 + X + REAL PROPERTY AGREEMENT

800K 756 PAGE 223

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 howsdever for or on account of that certain real property situated in the County of GREENVILLE , State of South Carolina, described as follows: BOOK GG Pages 122 and 123

All that certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the northerly side of View Point Drive (also known as Rainbow Drive), near the City of Greenville, South Carolina, and being designated as Lot No. 12, Block A, on the plat of Hughes Heights as recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book GG, pages 122 and 123, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northerly side of View Point Drive, joint front corner of Lots 11 and 12, Block A, and running thence N 39=28 W. 145.2 feet to an iron pin, joint corner of Lots 7, 8, 11, and 12; thence along the line of Lot 7, N 39-42 E. 99.6 feet to an iron pin, joint rear corner of Lots 12 and 13; thence along the common line of said lots S. 31-40 E. 177.8 feet to a concrete monument on the northerly side of View Point Drive; thence along said Drive S. 59-56 W. 75 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 be even.

Qd, Bryan Marion F. Austin
Witness Florence M. Renfroe
Dated at: Greenville, South Carolina John B. Bry∉n C. Pryan Dorothy State of South Carolina County of GREENVILLE Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named Mr. John B. Bryan and Mrs. Borothy C. Bryan act and deed letter the within written instrument of writing, and that deponent with witnesses the execution thereof.

Subscribed and sworp to before me this 22 tay, of liquid to the carolina Marion Morary subscribed and sworp to before me this 22 tay, of liquid to the carolina Marion Marion Recorded August 26th.. 1964 At 9:30 A.M. sign, seal, and Florence C. Renfroe (Witness) AUG 26 1964 Mrs. Ollie Farnsworth Austrags sign here Recorded August 26th., 1964 At 9:30 A.M. # 6251 Come SC-25-9

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 25th of March 1965
The Estain & Southern Malional Burk of South Earsleva

By: Ralph Mesler, h.
Witness: Betty Heggins
Witness: Heggins

DAY OF JAMES AND CANCELLED OF RECORD

DAY OF JAMES AND LIBERT OF RECORD

R. M. C. FOR GREENVILLE COUNTY, B. 8.