

17664

DEC 18 1964 REAL PROPERTY AGREEMENT

BOOK 763 PAGE 492

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 CERTAIN PIECE, PARCEL OR LOT OF LAND, WITH ALL IMPROVEMENTS THEREON, SITUATE AND LYING IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA, KNOWN AS LOT NO. 183 SECTION ONE AS SHOWN IN PLAT "SUB-DIVISION FOR ABNEY MILLS, BRANDON PLANT, GREENVILLE, S. C. DATED FEBRUARY 1959 AND RECORDED IN PLAT BOOK QQ AT PAGES 56 TO 59. THIS LOT IS DESCRIBED IN SAID PLAT AS NO. 24, BALDWIN STREET, AND DEEDED ON MAY 12, 1959 TO JAMES E. AND BARBARA G. GRAY AND SAID DEED FROM ABNEY MILLS TO GRAY IS RECORDED IN DEED BOOK 627 AT PAGE 242 IN THE R.M.C. OFFICE FOR GREENVILLE COUNTY, S. C. THIS IS THE SAME PROPERTY CONVEYED TO MARY W. AND ROY F. GAZAWAY FROM JAMES E. GRAY, ET. AL. BY DEED OF APRIL 11, 1960 AND RECORDED IN DEED BOOK 648 AT PAGE 137 IN THE R. M. C. OFFICE FOR GREENVILLE COUNTY, S. CAROLINA.

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 L. S. Fowler Jr. x Roy F. Gazaway
 Witness George Davis x Mary W. Gazaway
 Dated at: GREENVILLE, S. C. DECEMBER 12, 1964
Date

State of South Carolina
 County of GREENVILLE

Personally appeared before me L. S. Fowler, Jr. who, after being duly sworn, says that he saw the within named ROY F. AND MARY W. GAZAWAY (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with George Davis (Witness) witnesses the execution thereof.

I subscribed and sworn to before me this 12th day of DECEMBER, 1964
L. S. Fowler Jr. (Witness sign here)

Notary Public, State of South Carolina
 My Commission Expires at the will of the Governor

SC-75-R

Recorded December 18th., 1964 At 9:30 A.M. # 17664

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 5 of July, 1966
Citizens & Southern National Bank of South Carolina
 By: M. F. Austin
 Witness: Janet Custis
 Witness: Frances Lawson

SATISFIED AND CANCELLED OF RECORD
12 DAY OF July, 1966
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A M. NO. 1407