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27713

APR 5 1965

REAL PROPERTY AGREEMENT

BOOK 770 PAGE 471

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:

Wade Hampton Gardens Section # 3, Lot. #144, Northside of Leyswood Drive. Lot dimensions- 124.3 front, west side North 165., right side North 153.8, rear 80. House - 7 room brick veneer one story, approved roof, 2 bath, 3 bedroom, living room, dining room, den, kitchen, 2 car carport. Total of 1,800 square feet of heated area.

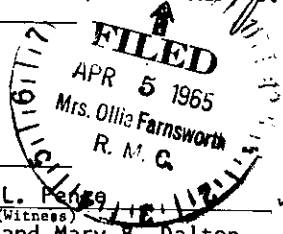
and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank 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.

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 Robert L. Pence x James Warren Dalton
Witness Florence H. Renfrooe x Mary B. Dalton
Dated at: Greenville, South Carolina
March 30, 1965
Date



State of South Carolina
County of GREENVILLE
Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw the within named James Warren Dalton and Mary B. Dalton sign, seal, and as their and dead deliver the within written instrument of writing, and that deponent with Marion F. Austin witnesses the execution thereof.

Subscribed and sworn to before me this 30th day of March 19 65
Martha Ann Chewes Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Robert L. Pence (Witness sign here)

SC-75-R Recorded April 5th., 1965 At 9:30 A.M. # 27713

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 11 of August 1967
The Citizens & Southern National Bank of South Carolina
By: W. L. Pherigg Mgr. Instal. Loan Dept.
Witness: Frances Lawson
Witness: M. F. Austin

SATISFIED AND CANCELLED OF RECORD
15 DAY OF August 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:45 O'CLOCK A. M. NO. 4983