+ Elizabeth Bank of So h Pethgrew to the Guzen and South Carolina, as Bank, dated the office of the Recorder in the the office of the Recorder in the the Country o nd recorded in the. South Carolina, on Sept. 23, 1965, State of 96, has been terminated and the under SATISFIED AND CANCELLED OF RECORD charged nal Bank 19 67 Sept. DAY. OF Citizens and Southern natio 13 Ollie Farnsworth W. L. Pherigo Installment Loan Officer R. M. C. FOR GREENVILLE COUNTY, S. C. Carolin AT 9:30 O'CLOCK A M. NO. 1752 Bu Frances Lawson to austin ritness-

> 9485SEP 23 1989 REAL PROPERTY AGREEMENT

702 MAIN 201 BOOK

In consideration of such losss 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 losss 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
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other tithose presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property scribed 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 piece, parcel or lot of land in Greenville County State of South Carolina, known and designated as Lot # 30 at the intersection of Morris and Mores St., as shown on plat of Leslie & Shaw, Inc., made by C.C. Jones and Associates, EXXX Feb., 1957 recorded in the R.M.C. office for Greenville County in plat book WH page 3, and having, according to said plat the following metes and bounds, courses and distances to-Wit: beginning at an iron pin at joint corner of lots # 36 & 37 on the Eastern side of More St.; running thence along the line of these lots, S 72-98E 90 feet to an iron pin, thence M 25-41 E 114.1 feet to an iron pin on the Southern side of Morris St., thence along Morris St. N. 74-07 W 80 feet to an iron pin, thence M. 85-34 W. 29.6 feet to an Iron pin at the intersection of Morris and Mora Streets, which intersection is curved, the chord of which is S. 49-26 W. 21.3 feet to an iron pin on the eastern side of Mora St. thence along Mora St., S 4-26 W 13.9 feet to an iron pin. EXECUTE Continuing along Mora St. S-9-23W 72.8 feet to an iron pin, point of iron pin, KNXXXX Continuing along Mora St. 5-3-23% 72.8 feet to an iron pin, point of beginning. The above being a portion of the property conveyed to Grantor Corporation by Verner Springs Water Co., by Deed recorded in the R.M.C. Office for Greenville County in Vol. 571 at page 215.

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

 Witness

Witness X / A K / W T X Y	Nanc n	
Witness Wisks In Strill x	Lizaber	the Pettignew
I Journal	9-20-65	
Dated at: Greenville, S. C.	· · · · · · · · · · · · · · · · · · ·	_
	Date	
r		
State of South Carolina		
Greenville		•
Personally appeared before me Dan L. Moyd		who, after being duly sworn, says that he saw
the wighting penerging. Sam L. Pettigrew and Elivabeth Pe	ttigrew:	sign, seal, and as their
(Borrowers)		Victor M. Grill
act and deed deliver the within written instrument of writing, and tha	t deponent with	
Witnesses the execution thereof.		(Witness)
		,
Subscribed and sworts to before me	1	
12 Jan 1 Jan 1	X 11.	/ me /
this say of the same of the sa		(Wytness sign here)
Master Muley	4	
Wordry Public, State of South Carolina	-	
Recorded September 23rd., 1965	At 9:30 A	.M. # 9485
SC-75-R Recorded September 2010.	/ • / • ·	" / T =/