SEP 30 1965 10239 REAL PROPERTY AGREEMENT

783 page 247 BOOK

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

- l. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real operty 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 understaned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of the county of the county of the county of the certain real property. State of South Carolina, described as follows:

All that lot of land in the City of Greenville, Greenville County, S.C known as lot I5, Block C, propety known as chafin Springs land company as shown on a plat recorded for plat book E, page 4I and having the following metes and bounds, To-wit.

Beginning on the North side of Pearl Ave, and running thencem North 80-39E, 60 ft; thence IO-44E, IO4 ft, thence 8I-28W, 87ft, S,3-IOE. I25ft, to Pearl ave, the beginning point.

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, legates, 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 It a facing x 1 mrs dama Raines
Witness Kalf Musley x W L. Ranes
Dated at: Deenwille J. C. 9-28-65-
State of South Carolina
County of Greenville
Pergonnilly appeared before me (- who, after being duly sworn, says that he saw
the aithin named 1. Sign, seal, and as their
(Borrowers) act and dead deliver whe within written instrument of writing, and that deponent with
witnesses the execution thereof
Subscribed and sworm to before me
this day of the first the same of the same
Delica Witness sign Here)
My Commission experses at the will of the Governor
sc-/5.a Recorded September 30th., 1965 At 9:30 A.M. # 1023

he Citizens and Southern National Bank of South arolina, a national banking associ that certain agreement entitled ement made by Edna Raines & grumin zens and Southern National Bank dated Bank, 9/28/1963 , and rico of the Recorder in State of South Carolina, 9/30/1 Page 247, has been kings therein described dischar Citizens and Southern National Bank of Clarence Hopke ast. V. Pres.