

125
DEC 6 1965 16911 XXXX REAL PROPERTY AGREEMENT

BOOK 787 PAGE 409

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 such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, who, at the 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 on 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 piece parcel or lot of land in Greenville Township, Greenville County, State of South Carolina on the southwestern side of South Texas Avenue known and designated as lot #3, Block N, on plat of subdivision known as "Westview" #2 shown on plat in plat Book K, page 28, and having, according to recent survey of R.W. Dalton, in February 1958 the following metes and bounds, to-wit;

Beginning at an iron pin on the Southwestern side of South Texas Avenue the joint front corner of lots #3 and #4, and running thence with the joint line of said lots, S-71-OW, 200 ft. to an iron pin, corner of lot #12; Thence with the line of said lot, N.22-10W 60 feet to an iron pin, corner of lot #2; thence with line of said lot, N71-OE 200 feet to an iron pin on the southwestern side of said Avenue; thence with that side, S22-10E 80 feet to the beginning corner.

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 Dewey Webb x James A. Cole

Witness Wallace Turner x Vera Tannery Cole

Dated at: Greenville, S. C. 12-02-65
Date

State of South Carolina
County of Greenville,

Personally appeared before me Dewey Webb who, after being duly sworn, says that he saw the within named James A. Cole and Vera Tannery Cole (Witness) sign, seal, and as their act and deed deliver, the within written instrument of writing, and that deponent with Wallace Turner (Borrowers) witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 3 day of December, 1965 Dewey Webb (Witness sign here)

Walter M. Hestup
Notary Public, State of South Carolina
My Commission expires on the will of the Governor

sc-75-R Recorded December 6th., 1965 At 9:30 A.M. # 16911

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by James A. Cole + Vera Tannery Cole to The Citizens and Southern National Bank of South Carolina, as Bank, dated 12-2-65, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 12-6-1965, Docket 787, at Page 409, has been terminated and the undertakings therein described discharged.