

17807

1.25 DEC 14 1965

REAL PROPERTY AGREEMENT

BOOK 788 PAGE 158

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 improvements thereon, situate, lying and being in Greenville County, South Carolina on the Northern side of Old U. S. Highway 29 (South Carolina Highway 38) corner with an unnamed 30 foot street and more particularly described as follows:

BEGINNING at a point at the intersection of the Northern right of way of Old U. S. Highway 29 (South Carolina Highway 38) and the Western margin of an unnamed 30 foot street; thence South 73 degrees 00 minutes West 100 feet to a point in the Northern right of way line of Old U. S. Highway 29; thence North 9 degrees 54 Minutes West 215.6 feet to a point; thence North 83 degrees 15 minutes east 81.7 feet to a point in the Western right of way of an unnamed 30 foot street; thence South 7 degrees 30 minutes East 42.5 feet along said right of way; thence South 17 degrees 00 minutes East 157.5 feet to the point of beginning, being lots 1, 2, 3, and 4 shown on plat of V. W. Crowder's property filed in Plat Book T, page 91, Greenville County Registry. Additionally, see survey by Piedmont Engineers and Architects, Greenville, South Carolina entitled Survey for Burlington Industries, Inc., Taylors, South Carolina dated November 21, 1965, showing the above property.

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 Bobby J. Nelson x Roy C. Hooper  
Witness Frances Lawson x Mildred P. Hooper  
Dated at: Greenville, South Carolina 12-13-65  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Roy C. Hooper + Mildred P. Hooper sign, seal, and as their act and seal deliver the within written instrument of writing, and that deponent with FRANCES LAWSON witnesses the execution thereof.  
(Witness)

Subscribed and sworn to before me  
this 13th day of December, 1965  
James M. McFarland (Witness sign here)

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

SC-75-R Recorded December 14th., 1965 At 9:30 A.M. # 17807

The Citizens and Southern National Bank of South Carolina, national banking association hereby certifies that that certain agreement entitled "Real Property Agreement" made by Roy C + Mildred P. Hooper to The Citizens and Southern National Bank of South Carolina, as Bank, dated Dec. 13, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Dec. 14, 1965, Book 788 at Page 158, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
By W. L. Pherigo  
Witness - Frances Lawson  
SATISFIED AND CANCELLED OF RECORD  
23 DAY OF May 1967  
Ollie Farnsworth  
FOR GREENVILLE COUNTY, S. C.