## FEB 18 1966

## BOOK 792 PAGE 144 REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN INTIGHAL BANKUP indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, jointly and until sil of such Coans and 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 impassed or levied byon the real

2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other enumbrance scribed below, or any interest therein; and other than

3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the Co , State of South Carolina, described as follows:

ALL those peices, parcels or lots of land in Greenville Township, Greenville County, State of South Carolina, on the east side of Richland Creek and better known as Lots 18 and 19 on a certain plat prepared by F. G. Rogers, recorded in the R.M.C. Office for Greenville County, Lot No. 18 having a frontage on Mt. Zion Avenue of approximately 48 feet, Lot No. 19 having a frontage of approximately 50 feet and each extending back to an alley on Richland and Creek. This being the same property conveyed to the Grantors by an alley on Richland and Creek. This being the same property conveyed to the Grantors by Deed recorded in Deed Book 551, page 129.

BEING the same property conveyed to the late John Calhoun by Fred Thomas and Annie Thomas on March 25, 1964, as noted in Deed Volume 719, page 421, Office of the R.M.C for Greenville County, the same John Calhoun having died intestate on August 13, 1964, leaving as his sole heir at law the Grantor herein, the purpose of this deed is to convey a one half interest only. This property is noted in Tax District 519-188.1-9-7 and 519-188.1-9-The Grantee is to pay the 1963 Taxes, City and County.

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 form 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.

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.

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Witness Steel & X
Dated at: Over ville
Date
State of South Carolina
county of <u>creenville</u>
Personally appeared before me
the with many to a serve me the with the with many that he saw
act and deed deliver he within written instrument of writing and their
Wittens Wittens
Bubser lived and swith to before me
Lette shall a long to male
Notary Motary Motary Miness sign here)
My Commission White of the will of the Governor
My Commission white the will of the Governor 18th., 1966 At 9:30 A.M. # 24068

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 Lissee Mae Calhourn to The Citizens and to The Citizens and 19 <u>6 6</u>, and re-Southern National Bank of South Carolina, as Bank, detect . corded in the office of the Recorder in the County of Greenville, State of South Carolina, on 2-18, Docket Z 22 at Page 147, has been terminated and the undertakings therein described discharged.
The Citizens and Southern National Bank of South Carolina
Witness Frances Lawren By By George John SATISFIED AND CANCELLED OF RECORD

29 DAY OF Ollie Farnsin R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:00 OXLOCK A M. NO. 25824