

X 36386

1, 25

24 1966 REAL PROPERTY AGREEMENT

BOOK 801 PAGE 14

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...

- 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...
3. Herby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land in Greenville County, State of South Carolina, near the City of Greenville, being shown and designated as Lot No. 37 on Plat of Sylvan Hills recorded in the R. M. C. Office for Greenville County in Plat Book S, at page 103, and having, according to said Plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Eastern side of Morningside Drive, at the joint front corner of Lots Nos. 37 and 36, and running thence with the line of Lot No. 36. N. 84-24 E. 89 feet to an iron pin; thence N. 20-26 E. 94.2 feet to an iron pin at rear corner of Lot No. 39; thence with the line of Lot No. 39 S. 84-24 W. 129.6 feet to an iron pin on Morningside Drive; thence with the Eastern side of Morningside Drive, S. 4-32 E. 85 feet to the point of beginning.

The above described lot is one of the same conveyed to the Grantor by Deed recorded in the R. M. C. Office for Greenville County in Deed Book 477, at page 307.

This conveyance is subject to recorded restrictions and easements.

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...

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.

Witness W.L. Pherigo x Ed Miller

Witness Ralph M. Kesler Jr. x Mary W. Miller

FILED IN GREENVILLE CO. S.C. JUN 24 3 26 PM 1966

Dated at: Greenville June 24 1966

State of South Carolina County of Greenville

Personally appeared before me W.L. Pherigo who, after being duly sworn, says that he saw the within named Ed Miller and Mary W. Miller sign, seal, and as their act and deed delivered to me this written instrument of writing, and that deponent with Ralph, M. Kesler, Jr. witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of June, 1966 W.L. Pherigo (Witness sign here)

Notary Public, State of South Carolina My Commission expires...

Recorded June 24th., 1966 At 3:26 P.M. # 36386

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 9 PAGE 303

SATISFIED AND CANCELLED OF RECORD Ed Miller 1972 R.M.C. FOR GREENVILLE COUNTY, S.C. AT 2:23 O'CLOCK P.M. NO. 4009