

DEC 21 1966

15240 REAL PROPERTY AGREEMENT

BOOK 811 PAGE 31

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

Greenville, State of South Carolina, described as follows:

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All that lot of land with the buildings and improvements thereon, situate on the West side of East Belvedere Road near the city of Greenville, in Greenville County South Carolina, shown as lot No. 41 on plat of South Forest Estates, made by Pickell & Pickell, Engineers, August 29, 1955, recorded in the RMC Office for Greenville county, South Carolina in plat book "GG", page 181 and having according to said plat the following notes and bounds to wit Beginning at an iron pin on the West side of East Belvedere Road at joint front corner of lots 40 and 41 and running thence with the line of lot 40, S. 57 - 25 W. 149.8 feet to an iron pin; thence with East Belvedere Road, N. 45 - 26 E, 145 feet to an iron pin; thence with the curve of East Belvedere Road, ( the cord being N. 6 - 30 E, 31 - 4 feet.) to an iron pin, thence continuing along East Belvedere Road N. 32 - 35 W. 71.5 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 X Charleston W. Winchester

Witness Wallace Turner X X Edna B. Winchester

Dated at: Greenville 12-20-66

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 Charleston W. Winchester and Edna B. Winchester sign, seal, and as their

and did deliver the within written instrument of writing, and that deponent with Wallace Turner witnessed the execution thereof.

Subscribed and sworn to before me this 20th day of December, 1966 Dewey Webb (Witness sign here)

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

Recorded December 21st., 1966 At 9:30 A.M. # 15240

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 Charleston W. Winchester & Edna B. Winchester The Citizens and Southern National Bank of South Carolina, as Bank, dated 12-20 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 12-21 1966, Book 811 at Page 31, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Francis Lawson Debbie Parker By J. Clarence Hopke asst. V.P.

SATISFIED AND CANCELLED OF RECORD 23 DAY OF Dec. 1970 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. 2:00 O'CLOCK P.M. NO. 14763