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16750 JAN 11 1967

REAL PROPERTY AGREEMENT

BOOK 812 PAGE 39

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 date of the last payment made by the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, duties 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 leasing 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 the 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 the City of Greenville, Greenville County, State of South Carolina, on the Northern side of Ellison Street, being shown as lot #21 on plat of property of E. G. Webster made by W. J. Riddle, January 22, 1947, revised April 14, 1947, recorded in Plat Book K at Page 39, and described as follows:

BEGINNING at a stake on the Northern side of Ellison Street 255.4 feet East from Webster Road, at corner of lot #20 and running thence with line of said lot, N. 34-36 E. 198 feet to a stake in line of lot #15; thence with line of lots 15 and 14, S. 55-30 E. 66.4 feet to a stake at corner of lot #22; thence with line of said lot, S. 34-30 W. 198 feet to a stake on Ellison Street; thence with the Northern side of Ellison Street, N. 55-30 W. 66.4 feet to the beginning corner. Being the same premises conveyed to the grantor herein by deed recorded in Book of Deeds 310 at Page 281.

Being the identical property conveyed to the Grantor herein by deed of Gladys Reid, dated October 7, 1947, recorded in the R.M.C. Office for Greenville County, S.C. in Deed Book 323, at page 212.

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 W. J. Rhys x Malcolm Wayne Davenport  
 Witness Kay C. Hill x Dorothy Bishop Davenport  
 Dated at: Greenville 1-10-67  
 Date

State of South Carolina  
County of Greenville

Personally appeared before me William J. Rhys who, after being duly sworn, says that he saw the within named Malcolm Wayne & Dorothy Bishop Davenport sign, seal, and as their act and deed deliver to me the within written instrument of writing, and that deponent with Kay C. Hill witnesses the execution thereof.

Subscribed and sworn to before me this 10th day of January, 1967  
W. J. Rhys (Witness sign here)

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

Recorded January 11th., 1967 At 9:30 A.M. # 16750

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 Malcolm Wayne & Dorothy Bishop Davenport to The Citizens and Southern National Bank of South Carolina, as of, dated 1-10 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Jan. 11 1967, Book 812 at Page 39 is hereby terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances Lawson By J. Clarence Hopke  
Dianne Weaver Asst. V. Pres.

SATISFIED AND CANCELLED OF RECORD  
21 DAY OF Jan. 1967  
Ollie Fansworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A. M. NO. 17179