REAL PROPERTY AGREEMENT BOCK 819 FAGE 359

27217

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINM. (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
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to rsigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

, State of South Carolina, described as follows: Hoyt Anders, Jesse Couch /Greenville and A. H. Pollard and their successors in office, as Trustees for the Woodside Methodist Church, and the Methodist Church, said individuals above named cons tituting and being the Board of Trustees of the Woodside Methodist Church.

All that certain piece, parcel or lot of land in Greenville Township, County of Greenville, State of South Carolina, near the City of Greenville, S.C., on the Western side of Woodside Avenue and the Southern side of Charles Street, and according to a recent survey and plat of same by Pickell & Pickell, Engineers dated September 25, 1947, having the following metes and bounds, To-Wit:

BEGINNING at an iron pin near the intersection of a five (5) foot concrete sidewalk running along the Southern side of Charles Street and a 4.5-foot concrete sidewalk running along the Western side of Woodside Avenue; and running thence in line parallel to Woodside Avenue, S. 20-35 W. 168 feet to an iron pin; thence N. 35-23 E. 162 feet to an iron pin; thence in line parallel to Charles Street, S. 55-00 E. 100 feet to point of beginning.

Filed Greenville County, S.C., Oct. 29 at 4:57 p.m. 1947, Vol. 325 Page 135 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 or rely thereon.

 Witness Bank, in its discretion, may refer to Bank this agreement shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and become void and of no effect, and until then it shall be and constituted.

Raga of Fatters	xby: arthur H-8	elland Trustee
Witness	by: w. Hout ande	Trustee
Dated at: Greenville, S.C.	5-4-6 V	Trustee
State of South Carolina		
County ofGreenville		
Personally appeared before me Bobby J. Nelson (Witness)		ng duly sworn, says that he saw
the within named Joe E. Farrow, Arthur H. Polla	rd, W. Hoyt Anders	sign, seal, and as their
act and deed deliver the within written instrument of writing, an	d that deponent with Rosa N.	(Witness)
extresses the execution thereof.		(withess)
Subscribed, and sworn to before me	4	_
this 4th day of May , 1967	Borhley	Sign here)
In Barton France	Chien	ess sign here)
Notary Public, States of South Carolina My Commission explices at the will of the Governor		
sc-75 k min Recorded May 10th, 1967 at 9	9:30 A.M. #27217	

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
Southern National Bank of South Carolina as South Jurisi
Ings therein described discharged.
The Citizens and Southern National Raph of South Continue
Witness Manced of account of the Committee of the Committ
Delhie Parker