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REAL PROPERTY AGREEMENT

BOOK 823 PAGE 218

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 be 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, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, lying, situate and being in Monaghan Mill Village, Greenville, County, South Carolina and being more particularly described as Lot No. 118, Section 2, as shown on plat entitled "Sub-division for Victor-Monaghan Mills, Greenville, S. C." made by Pickwell and Pickell, Engineers, Greenville, S. C. on December 20, 1948, and recorded in the R. M. C. Office for Greenville County in Plat Book S, at page 179-181, inclusive. According to said plat the within described lot is also known as #1 Lindsay Street (avenue) and fronts thereon 104 feet, saving and excepting thereof that portion therefore condemned by the South Carolina Highway Dept. in a proceeding against grantors herein, Dec. 11, 1962, designated in Condemnation Resolution as tract # 61, (part 10), Road # 1316, Docket # 23.497, and as being between survey ~~XXXXXX~~ stations 6/56 and 7/60 Left & Right.

This is ~~an~~ a portion of the property conveyed to grantors by deed of J. P. Stevens & Co., Inc. dated May 1, 1949 and duly recorded in said Register's Office in Deed Book Volume 382 at page 205 and is subject to all of the restrictions contained in said Stevens & Co. Inc. deed.

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 [Signature] x James C. Bagwell  
 Witness Francis Lawson Ruth M. Bagwell  
 Dated at: Greenville 7-10-67  
Date

State of South Carolina

County of Greenville

Personally appeared before me [Signature] who, after being duly sworn, says that he saw the within named James C. & Ruth M. Bagwell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Francis Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 10th day of July, 1967 [Signature] (witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
SC-75-R

Recorded July 11, 1967 At 2:40 P.M. # 1414

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 James C. & Ruth M. Bagwell to The Citizens and Southern National Bank of South Carolina, as recorded 7-10-67 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on July 11 1967, Doct. 823 at Page 218, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Betty Lynn By J. William Hughes I 440  
Debbie Parker

SATISFIED AND CANCELLED OF RECORD  
27 DAY OF July 1970  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:45 O'CLOCK P M. NO. 2370