

12679

NOV 1 1967

REAL PROPERTY AGREEMENT

BOOK 831 PAGE 638

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, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being on the West side of Jones Ave., in the City of Greenville, County of Greenville, State of South Carolina, being shown as Lot No. 33 on plat of Crescent Terrace made by R. E. Dalton, Engineer, July, 1919, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book E, Page 137, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the West side of Jones Ave, joint corner of Lots 32 and 33, said pin also being 251.5 feet South from the Southwest corner of the intersection of Jones Avenue and Crescent Ave and running thence along the rear line of Lots 30, 31 and 32 S. 84-40 W. 238.2 feet to an iron pin; thence S. 5-41 E. 61 feet to an iron pin; thence with the line of Lot 34 N. 86-50 E. 230.6 feet to an iron pin on the West side of Jones Ave; thence with the West side of Jones Ave, NO-50 E. 70 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 [Signature] x Lowry J. Caudell
 Lowry J. Caudell
 Witness Paul D. Sloan x Lola Mae Caudell
 Lola Mae Caudell

Dated at: Greenville 10-27-67
Date

State of South Carolina
County of Greenville

Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw
 the within named Lowry J. & Lola Mae Caudell (Borrowers) sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Paul D. Sloan
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me
 this 27 day of October 19 67
[Signature] (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires January 1, 1971
 Recorded November 1, 1967 At 9:30 A.M. # 12679

SATISFIED AND CANCELLED OF RECORD
10 day of March 19 88
Bonnie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 4:40 O'CLOCK P. M. NO. 39475

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 107 PAGE 355