

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 37 PAGE 677

SATISFIED AND CANCELLED OF RECORD
- 8 - DAY OF April 1976
Hannie S Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:45 O'CLOCK A.M. NO. 25822

1.25
JUN 26 1968

XXX33231

REAL PROPERTY AGREEMENT

BOOK 847 PAGE 296

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 piece, parcel or lot of land in Greenville County, State of South Carolina with improvements situate thereon situate lying and being on the Northwestern side of Blythe Shoals Road in Cleveland Township, near Blythe Shoals, having according to a plat prepared by J. C. Hill on January 28, 1960 the following metes and bounds, to wit:

BEGINNING at a point on the Northwestern side of Blythe Shoals Road near the South Saluda River and running thence with said Road the following courses and distances: N. 58 E. 130.4 feet to a point; thence N. 51-35 E. 68.8 feet to a point; thence N. 32-52 E. 65.2 feet to a point where a branch crosses said road; thence leaving said road and running thence with the center line of said branch, the traverse lines of which are as follows: S. 54-27 W. 34.7 N. 75-53 W. 39.1 N. 88-03 W. 59.2, S. 33-23 W. 28.9 S. 83.14 W. 61.7 S. 57-47 W. 54.6 to a point in the center line of the South Saluda River; thence with the center line of said river the traverse lines of which are as follows: S 35-52 E. 54.9 S. 3-30 W. 44.7 thence leaving the center line of said river, S. 59-45 E. 21.2 feet from the terminal point of the last mentioned traverse line ~~xxx~~ which point is approximately 20 feet more or less from the center line of said river the point of beginning.

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 E. Parker Suttler x Ruby Thompson Kingoff
Witness George W. Sauer x _____

Dated at: Greenville, S.C. 6-21-68
Date

State of South Carolina
County of Greenville

Personally appeared before me E. Parker Suttler who, after being duly sworn, says that he saw the within named Ruby Thompson Kingoff sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with George W. Sauer witnesses the execution thereof.

Subscribed and sworn to before me
this 21 day of June, 1968
E. Parker Suttler (Witness-sign here)

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

Recorded June 26, 1968 At 9:30 A.M. # 33231

5-1-78