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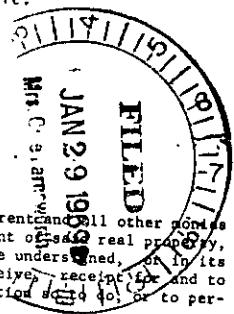
17823 REAL PROPERTY AGREEMENT

BOOK 861 PAGE 76

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:

BEGINNING at a corner in a road leading to U. S. Highway 29, which corner is common to tract 3 and tract 1, and running thence south 60 degrees 38 minutes west 100 feet to a corner, thence south 67 degrees 49 minutes west 177 feet to a corner, thence south 33 degrees 4 minutes last 50 feet to a corner, thence south 40 degrees 49 minutes west 164 feet to a corner, thence south 81 degrees 8 minutes west 322 feet to a corner in a branch, thence down the branch to a corner, thence leave the branch north 73 degrees 55 minutes east 207.5 feet to a corner, thence north 4 degrees 38 minutes east 272.3 feet to a corner, thence north 9 degrees 58 minutes last 200 feet to a corner, thence north 33 degrees 18 minutes east 300 feet to a corner in road, thence north 5 degrees 28 minutes west 100 feet to a corner in road, thence north 28 degrees 12 minutes west 75 feet to the beginning point.



and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rents 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, receipts for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation 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 Paul J. Gilstrap x Frank C. Lowe

Witness Dan L. Moyd x Kathryn Lowe

Dated at: Greenville January 28, 1969

State of South Carolina
County of Greenville

Personally appeared before me Paul J. Gilstrap (Witness) who, after being duly sworn, says that he saw the within named Frank C. Lowe and Kathryn Lowe (Borrowers) sign, seal, and as their act and deed, he saw the within written instrument of writing, and that deponent with Dan L. Moyd (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 29th day of Jan, 19 69

James H. Weaver
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Paul J. Gilstrap (Witness sign here)

Recorded January 29, 1969 At 9:45 A.M. # 17823

SC-75-R

5-1-78

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 5 PAGE 387

SATISFIED AND CANCELLED OF RECORD
147 DAY OF Feb 1972
Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:15 O'CLOCK A M. NO. 21754