GREENVILLE COUNTY, S. M. NO. 10797 O'CLOCK

FOR SATISFACTION TO THIS MORTGAGE 

| (b) | 15          |
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|     | <b>\</b> `` |

AUG 2 9 1969 5121

/ /-// REAL PROPERTY AGREEMENT

WOL 875 PAGE  $24\,$ 

FILED

AUG 2 9 1969 Mrs. C. Sworth R. M. C.

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 "Benk") 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

Grasnville , State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, with all improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, being known and designated as Lot No. 49 of a subdivision known as North Sunset Hills as shown on plat thereof made by Dalton & Neves, Engrs., and recorded in the R.M.C. Office for Greenville County in Plat Book L, at page 92. 01111110

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, ell 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 onligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the tarms beautiful.

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, devises, 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 Twice of Will x Mrs. Blanche W. Wright Ma-  | clain_           |
|---|------------------|
| le PP   |                  |
| Dated at: S.C. 8-27-69 Date   |                  |
| State of South Carolina   |                  |
| county of Green (lle  |                  |
| Personally appeared before me   | says that he saw |
| witnesses the execution thereof.  |                  |
| Subscribed and sworn to before me  this 27 day of August, 1969  Arous Lauron                    |                  |
| Notary Public, State of South Carolina  (Witness sign here)                                     |                  |
| Hy Commission expires at the will of the Governor Recorded August 29, 1969 At 9:45 A.M. # 50-73 | 5121             |
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