## APR 25 1070 23211 REAL PROPERTY AGREEMENT

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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

Greenville \_, State of South Carolina, described as follows:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina situated, lying and being on the west side of Bramlett Road being known and designated as Lot No.13 on plat of property of Marsem, Inc. made by Dalton & Neves, August 1943, recorded in R.M.C. Office for Greenville County in Plat Book N, page 113 reference being crabed to said plat for a more complete description. The lot more particularly described, according to said plat, as follows:

BEGINNING at an iron pin on the West side of Bramlett Road joint corner of Lots No.12 and 13, which point is 76.6 feet south of the intersection of Bramlett Road and Agnew Avenue, and running thence with Bramlett Road, S. 37-26 W. 100 feet to an iron pin, joint corner of Lots No. 13 and 14 thence with line of Lot No. 14 N. 58 W. 85.8 feet to a point in line of Lot No. 11; thence with line of Lots Nos. 11, N. 23-47 E. 100.3 feet to an iron pin, joint corner of Lots Nos. 12 and 13; thence with line of Lot No. 12 S. 58 E. 109.5 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 in abtedness 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.

Dated at: greenville State of South Carolina Greenville County of \_ Personally appeared before me Paul J. Gilstrap (Witness) who, after being duly sworn, says that he saw sign, seal, and as their the within named Robert E. L. Pruitt and Ruby B. Pruitt act and deed deliver 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 22 day of April

Lianne - Walle

Notary Public, State of South Carolina
My Commission expires at the will of \_\_\_, <sub>19</sub><u>T</u>O 5-1-71 Recorded April 23rd, 1970 at 3:00 P.M. #23211

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_\_\_ Ib \_\_ PAGE 424

SATISFIED AND CANCELLED OF RECORD 19 73 R. M. C. FOR GREENVILLE COUNTY, AM 3:00 YELOSK \_ P. M. NO. 34266