

RECORDING FEE

MAY 15 1970

24954 XXXY

REAL PROPERTY AGREEMENT

VOL 890 PAGE 35

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 situate, lying and being on the Southern side of Hathaway Circle, in Paris Mountain Township, near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 105 of a subdivision known as Stratford Forest, and having according to a plat of said subdivision prepared by Piedmont Engineering Service, dated February 25, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK at page 89, the following metes and bounds: BEGINNING at an iron pin on the Southern side of Hathaway Circle at the joint front corner of Lots Nos. 104 & 105 and running thence with the line of Lot No. 104 S. 4-07 W. 244.4 feet to an iron pin; thence with the rear line of Lot No. 109 S. 81-03 E. 158 feet to an iron pin at the joint rear corner of Lots Nos. 109 and 108; thence with the rear line of Lot No. 108 N. 83-20 E. 185 feet to an iron pin at the joint rear corner of Lots Nos. 105 and 106; thence with the line of Lot No. 106 N. 20-42 W. 269.2 feet to an iron pin on the Southern side of Hathaway Circle; thence with the Southern side of Hathaway Circle S. 80-05 W. 110 feet to an iron pin; thence continuing with the Southern side of Hathaway Circle N. 87-13 W. 120 feet to the point of beginning.

This conveyance is made subject to "Protective Covenants Applicable to Stratford Forest" recorded in the R.M.C. Office for Greenville County, South Carolina, in Deed Book 578 at page 1 and to drainage and utility easements, if any, affecting said lot. This is a portion of the property conveyed to the grantor herein by deed of Furman University, dated November 13, 1956, and recorded Deed Book 567 at page 397.

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.

FILED MAY 15 1970

Witness Frances Lawson x Carey S. Crantford

Witness J. William Hughes x Mary Ann Crantford

Dated at: Greenville 5-12-70

State of South Carolina County of Greenville

Personally appeared before me Frances Lawson who, after being duly sworn, says that he saw the within named Carey S. Crantford and Mary Ann Crantford sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. William Hughes witnesses the execution thereof.

Subscribed and sworn to before me this 12th day of May, 1970 Frances Lawson (Witness sign here)

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

Recorded May 15th, 1970 at 11:00 A.M. 24954

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 30 PAGE 623

SATISFIED AND CANCELLED OF RECORD 30 DAY OF May 1975 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 1:15 O'CLOCK P. M. NO. 28953