

AUG 6 1970

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3149

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 "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 in the City of Greenville, County of Greenville State of South Carolina, being known and designated as Lot No. 52 on plat of College Heights made by Dalton & Nevet, Engineers, August, 1946 and recorded in the P. V. C. Office for Greenville County in Plat Book 2. It have 75 and having, according to said plat, the following boundaries, to-wit: Beginning at an iron pin on the south side of Princeton Avenue, at the joint frontcorner of Lots Nos. 52 and 53, which pin is 300 feet in a southerly direction from the intersection of Princeton Avenue and Wiffin Drive, and running thence along the line of Lot No. 52, S. 33-10-E. 175 feet to an ironpin; thence along the rear line of Lot No. 52, S. 56-50 W. 75 feet to an ironpin; joint rear corner of Lots Nos. 52 and 51; thence along the joint line of said lots, N. 33-10-W. 175 feet to an iron pin on the south side of Princeton Avenue, joint front corner of Lots Nos. 51 and 52; thence N. 56-50 E. 75 feet to the beginning corner.

Being the same property conveyed to the grantors herein by deed of Donald F. Palt dated July 7, 1961 and recorded in the P. V. C. Office for Greenville County in Deed Book 137, at page 166.

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 Robbie Parker x Kenneth Smith

Witness Becky Lynn x Carolyn J. Smith

Dated at: Greenville 8-6-70

State of South Carolina County of Greenville

Personally appeared before me Robbie Parker who, after being duly sworn, says that he saw the within named Kenneth & Carolyn J. Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Becky Lynn witnesses the execution thereof.

Subscribed and sworn to before me this 6th day of August 1970 Martha H. Harris Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded August 7, 1970 At 3:30 P.M. # 3149

SATISFIED AND CANCELLED OF RECORD 2nd DAY OF Dec 1976 R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11 O'CLOCK P.M. NO. 22284

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 98 PAGE 1287