

ING FEE
1.25

4642 AUG 16 1972

FILED
AUG 16 1972
GREENVILLE COUNTY

VOL 952 PAGE 186

REAL PROPERTY AGREEMENT

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: John Thomas Cochran and Jane R. Cochran, their heirs and assigns, forever: All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, on the western side of Shadow Lane and being known and designated as Lot No. 85 on plat of Super Highway Homesites recorded in the R. M. C. Office for Greenville County in Plat Book "P", at page 53 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Shadow Lane at the joint front corner of Lots 84 and 85 and running thence along said Lane S. 11-22 E. 114.6 feet to an iron pin; thence along the joint line of Lots 85 and 86 S. 88-39 W. 173 feet to an iron pin; thence N. 2-00 E. 85 feet to an iron pin; thence along the joint line of Lots 84 and 85 N. 77-51 E, 150.7 feet to the point of beginning.

The above is the same property conveyed to the Grantor by deed recorded in the R. M. C. Office for Greenville County in Deed Book 876 at page 508.

This conveyance is subject to such easements, restrictions, or rights of way as may appear of record.

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 Manson R. Alley x John Thomas Cochran
 Witness Sandra McArthur x Jane R. Cochran

Dated at: _____ Date: _____

State of South Carolina
 County of Greenville

Personally appeared before me Manson R. Alley who, after being duly sworn, says that he saw the within named John Thomas Cochran and Jane R. Cochran sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sandra McArthur witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of August 1972
Manson R. Alley (Witness sign here)
Frances B. Hank
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
11-23-80

Real Property Agreement Recorded August 16, 1972 at 12:00 P. M., # 4642

SATISFIED AND CANCELLED OF RECORD
22nd DAY OF Aug. 1977
Donnie S. Sankovitz
 R. M. C. FOR GREENVILLE COUNTY, S.C.
 AT 12:30 O'CLOCK P. M. NO. 5789

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 50 PAGE 565