

MAY 29 1973  
DONNIE S. TANKERSLEY

MAY 29 1973

REAL PROPERTY AGREEMENT

VOL 975 PAGE 547  
PAID \$ 1.35

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 piece, parcel or lot of land situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot No. 279, according to plat of Section 3 of Belle Meade, which plat is recorded in the RMC Office in Plat Book GG, at page 187, and having according to a more recent plat of the property of Joseph C. and Hattie M. Dydek prepared by Dalton & Neves, October 1958, the following metes and bounds, to-wit:

Beginning at an iron pin on the northeasterly side of Pine Creek Drive, joint front corner of Lots 278 and 279 which iron pin is approximately 80 feet from the intersection of Chesterfield Road and running thence along the joint line of lot 278 N. 28-30 E. 116.3 feet to an iron pin; thence N. 57-52 W. 117.7 feet to an iron pin on the southeasterly side of Chesterfield Road; thence along the said road S. 32-08 W. 92.2 feet to an iron pin at the curve of the intersection of Chesterfield Road and Pine Creek Drive; thence with the curve as the line, the chord of which is S. 13-23 E. 35.1 feet to an iron pin on the northeasterly side of Pine Creek Drive; thence along said Drive S. 58-51 E. 80 feet to an iron pin the point of beginning.

This lot was conveyed to grantors by Huguenin & Douglas, Inc. by deed recorded October 24, 1918 in vol. 609 page 81 of the RMC Office for Greenville County, S.C. and hereby irrevocably authorized and directed its lessees, estate holders and others to whom 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 Bettie C. Markham x x Owillee E. Sausser

Witness Lyth Martin x x Virginia Sausser

Dated at: Greenville 4-13-73  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Bettie C. Markham who, after being duly sworn, says that he saw the within named Owillee E. Sausser & Virginia Sausser sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lyth Martin witnesses the execution thereof.

Subscribed and sworn to before me this 29th day of May 1973  
Frances W. Saus (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
11-23-80

Real Property Agreement Recorded May 29, 1973 at 3:00 P. M., #34214

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 PAGE 205

SATISFIED AND CANCELLED OF RECORD  
9 DAY OF August 1974  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:45 O'CLOCK P. M. NO. 4125