

MAY 5 1975
DONNIES. TANKERSLEY

REAL PROPERTY AGREEMENT

RECORDING FEE
PAID \$ 1.25

VOL 1017 PAGE 812

RT 55

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 in Butler Township, Greenville County, State of South Carolina on the southern side of Woodruff Road and being shown on plat of property of E. C. Salter prepared by C. C. Jones and Associates September, 1955 and recorded in the R. M. C. Office for Greenville County in Plat Book JJ, at Page 33 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Woodruff Road and running thence along said road S. 83-30 E. 98 feet to an iron pin; thence S. 12-00 E. 240 feet to an iron pin; thence S. 3-24 E. 37.6 feet to an iron pin; thence N. 84-40 W. 218.4 feet to an iron pin; thence N. 0-50 E. 46.1 feet to an iron pin; thence S. 84-56 E. 52.2 feet to an iron pin; thence N. 1-54 E. 321 feet to the beginning corner. A 16 foot right-of-way is reserved along the western line of this lot for the purpose of a road. This right-of-way is shown on the aforementioned plat. The above described lot is out of Lots Nos. 23 and 25 as shown on the Greenville County Block Book at Page 261, Block 25.

and hereby irrevocably authorize the undersigned, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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 Caroline Wrigley x Esther R. Whitmore
Witness Lawson Hayes, Jr. x Connie L. Whitmore

Dated at: Citizens National Bank 4-28-75
Date

State of South Carolina
County of Greenville
Personally appeared before me Caroline Wrigley who, after being duly sworn, says that he saw the within named Esther R. Whitmore and Connie L. Whitmore sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lawson Hayes, Jr. witnesses the execution thereof.

Subscribed and sworn to before me
this 2nd day of May, 19 75
Ben Anderson Caroline Wrigley
Notary Public, State of South Carolina (Witness signature)

My Commission expires at the 11-5-83 of the Governor.
RECORDED MAY 5 '75 At 3:30 P.M. # 25582

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