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 uncersigned, 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 dua to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

lot of land situate, lying and being in the County of Greenville, Greenville Township, State of South Carolina, on the western side of Keith Ave. and being known as lot No. 23 on a plat of the property of Eliza T. Looper made by R.E. Dalton, Surveyor, Dec. 1924 and recorded in the R.M.C. office in plat Book "H" at pages 159 and 160 and having, according to said plat, the following metes and bounds, to-wit:BEGINNING at an iron pin on the western side of Keith Ave., joint front corner of Lots No. 22 and 23, which iron pin is 263 feet south of the southwestern intersection of Wilson Street and Keith Ave. and running thence along the line of Lot No. 22, S 71-20 W 150 feet to an iron pin, joint rear corner of lots Nos. 22 and 23; thence along the line of Lots Nos. 14 and 15, N 22-00W 56.5 feet to an iron pin, joint rear corner of lots Nos. 23 & 24, thence along the line of Lots No. 24, N 71-20E 150 feet to an iron pin on the western side of Keith Ave; thence along the western side of Keith Ave, the point of BEGINNING.

Book 447 pg. 481

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 impaid 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 MAN N. W. X	Trank B. Anuder
Witness Flan 7 Buland X	Bellin R. Smeder 81119
Dated at:	26/21/64 FILED
State of South Carolina	- °U 1 n -
Greenville County of	who, after being duly swork, says that he saw
Personally appeared before me Dan L. Moyd the within maneral Frank B. Snyder and Zell Matness Sn	who, after being duly sworn says that he saw
(Borrowers) act and deed deliver the within written instrument of writing, and	that deponent with Jean F. Boland
witnesses the execution Mereof.	(Witness)
Sobscribed) and sworm to before me	. Durel
Dolla Villace	(Witness sign here)
My Commission explicit the will of the Governor sc-75-R Recorded October 23rd., 1964	At 9.20 A.M. #12085
sc-75-R Resolved Occober 2)rd., 1904	The page transfer of

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