## D2.50

## REAL PROPERTY AGREEMENT

BOOK  $785 \approx 305$ 

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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

- 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 Greenville County, South Carolina in Paris Mtn.

Township and being shown as Lot # 22 on plat of San Souci Heights recorded in the R.M.C. Office for Greenville County in Plat Book W at page 155 and having according to said plat the following metes and bounds to wit: BEGINNING at an iron pin on the Southwestern side of U.S. Highway 25 at the corner of lot 21 and 22 and running thence with the common line of said lot 3 50-50 W 150 feet to aniron pin thence N 39-10 W 70 feet to an iron pin thence N 50-50 E. 150 feet to an iron pin on the Southwestern side of the said Highway, thence along said Highway S 39-10 E 70 feet to the point of BEGINNING.

NOV 2 1565

Ars. Other Farnsworth

R. M. O.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all there 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, legates, devises, 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 When & Milled	x Ano Cuth J. Donnan
Witness Graw J. Buland	x
Dated at:Greenville, S. C.	11÷1-65
State of South Carolina Greenville County of	
Personally appeared before me Dan L. Moyd the within named Mrs. Ruth R. Donovan(Witness)	who, after being duly sworn, says that he saw sign, seal, and as their
act and deed deliver the within written instrument of writing, and witnessee the execution thereof.	Jean F. Boland (Witness)
Subscribed and protection before me this D day of According to 1965 Man	L. Moud
Notary Public, State of South Carolina My Commission, expires at the will of the Governor	(Witness sign here)
SC-75-R Recorded November 2nd	1065 At 0.20 A N # 77575

The bitizens and Southern National Bank of South Carolina, national banking association, hereby certifies that that estain agreement entitled "Real Property agreement" made y mrs. Ruth R. Donnovan to The Citizens and Southern ational Bank of South Carolina, as Bank, dated 11/1/65, and recorded in the office of the Recorder in the Country of Greenille, State of South Carolina, on nov. 2, 1965, ocket 785 at page 305, has been terminated and the described discharged.

The Citizens and Southern National Satisfied and Cancelled OF RECORD 1967