JUN 6 31614 REAL PROPERTY AGREEMENT X XX 845 PAG 518

In consideration of such loans and indebtedness as shall be made by or bacome 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

- 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 howscever for or on account of that certain real property situated in the County of

Greenville , State of South Carolina, described as follows:

(8)

ALL that piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being in the City of Greenville, in The County of Greenville, State of South Carolina, being known and designated as Lot 62, on Plat of Langley Heights, which plat is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book N, page 133, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southeasterly side of Langley Drive, joint front corner Lots 61 and 62, and running thence S. 31-37 E. 201.5 feet to an iron pin; thence along an alley S. 68-06 W. 50.7 feet to an iron pin; thence N. 31-37 W. 193 feet to an iron pin on Langley Drive, joint front corner Lots 62 and 14; thence along Langley Drive N. 58-23 E. 50 feet to an iron pin, the point of beginning.

This conveyance \mathbf{m} is made subject to any restrictions, rights of way, or easements that may appear of record on the recorded plat or on the premises.

This is the same property described in deed recorded in Deeds Volume 705, page 21

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, 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, effettiveness and any person may and is hereby authorized to rely thereon.

 Witness

 X CTABL Probability.

JUN 6 - 1968**0** 1.662 Mrs. t - Carreworth Dated at: _ Greenville May 31, 1968 r., th. C. M County of <u>Greenville</u> Personally appeared before me Frances Lawson (Witness) who, after being duly sworn, says that he saw Ethel S. Puckett act and deed deliver the within written instrument of writing, and that deponent with David Sloan (Witness) sign, seal, and as their witnesses the execution thereof. Subscribed and sworn to before me _ , 19<u>6</u> this 31 day of may A conces Lauren Notary Public, State of South Carolina
My Commission expires at the will of the co (Witness sign here) Recorded June 6, 1968 At 9:00 A.M. # 31614 SC-75-R S-1-78.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK _____PAGE 396

SATISFIED AND CANCELLED OF RECORD

23 DAY OF Luly 19. Z/

Clin Farnhamon Z/

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1.30 O'CLOCK PM. NO. 2378