## JUN 25 1970 28441 REAL PROPERTY AGREEMENT

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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

- 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:

n All that certain piece, parcel of lot of land situate, lying and being in Highland Township, said County and State, on the north side of Few's Chapel Road, about one-fourth of a mile east of Few's Chapel Church, being shown and designated as Lot No.1 on a plat of property prepared by J. Q. Bruce, Surveyer, April 19, 1957, for W. H. Campbell, and recorded in Plat Book NN, page 63, R. M. C. Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING, at an iron pin, joint mear corner of Lots Nos. 1 and 2, and running thence with the line of W. H. Capbell, N. 18-42 W. 184.8 feet to an iron pin, joint corner of Hazel C. Edwards and W. H. Camplett,; thence N. 76-35 E. 236 feet to an iron pin on the eastern side of a new cut road; thence withthe eastern edge of said road, S. 8-30 E. 184.8 feet to an iron pin, northeastcorner of Lot No. 2; thence with the line of Lot No. 2, S. 76-35 W. 203 feet to the point of beginning corner.

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 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.
- 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 Thorby Houlth x X asser 12. Robertson
Witness Gody Compall x - Skelma Rabution
Dated at: Greer, South Carolina June 22, 1970  Date
State of South Carolina
County ofGreenville
Personally appeared before me Charles H. Welch , who, after being duly sworn, says that he saw (Witness)
the within named Ansel M. Robertson and Thelma Robertson sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Jody Campbell
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this 22nd day of June, 19 70 Thirty Hereby
Outries O Mint (Witness sign here) Notary Public, State of South Carolina
My Commission expires at the will of the Governor
**** Recorded June 25, 1970 At 11:00 A M # 28bbl

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_\_\_\_PAGE\_449