AUG 3 1971 -AUG 3 19/1 5 Mrs. Ollie Farnsworth 3522 RECORD: G AU6 3 1971 VOL 922 PAGE 52 REAL PROPERTY AGREEMENT R. M. C. CAID \$ 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 property described below; and Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other th those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property d scribed 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 the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the County , State of South Carolina, described as follows: All that lot of land in Greenville County, State of South Carolina on Del Norte Road being shown as lot no. 94 on a plat entitled Del Norte Estates Section No. 4, recorded in Plat Book 4N at page 10 in the RMC Office for Greenville County. This property is conveyed subject to restrictions recorded in Deed Book 858 at page 451 and book 867 at page 575, and to all other easements, restrictions and rights of way of record effecting said property. 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. 6. Upon payment of all indebtedness of the undersigned to Eank this agreement shall be and become void and of no effect, and until them it shall apply to and bind the undersigned, their heirs, legatees, 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 lely thereon. Witness (Llwma J. Hall, butan Dated at: Greenville, So. State of South Carolina County of Greenville Personally appeared before me Alwina T. Hallyburton (Witness)

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_\_\_\_ PAGE \_272

at 4:30 P. M. #3522

the within named Paul W. Lehning and Patricia C. Lehning (Borrovers)

, <sub>19.--</sub>71

witnesses the execution thereof.

\_28\_ day of \_

1-05-175

Subscribed and sworn to before me

Tation of Water Hotary Public, State of South Carolina

July

3 - 12 - 79

My Commission Expires coverage

(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Joan C. Turner
(Witness)

SATISFIED AND CANCELLED OF RECORD

1 DAY OF Gue 1971

Clic Facuscostil

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

AT 4:00 O'CLOCK P. M. NO. 65/8

Real Property Agreement Recorded August 3rd, 1971