## 15528 VOL 961 PAGE 333 NOV 27 1972 REAL PROPERTY AGREEMENT

RECORDING FEE PAID \$ \_

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

- l. 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: Lot 45, Deed Book, Volume 955, Page 545: Beginning at an iron pen on Kathryan

Circle at Coner of Lot #44 and running thence with line of lot #44, South 64-51 East 154.7 to an iron pen thence South 40.0 W. 167.5 Feet to an iron pen, thence with line of lot #46 North 18.25 West 160 feet to an iron pen on Kathryan Circle, thence with Kathryan Circle the Chord of which is North 47.56 East 20 feet, thence with the chord North 23.5 East 25 feet to the

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 suthorized 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.

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Wilness Kaum Steel from x. Chiles & There
Wilnes Sandra Mc Saha & Bootsie O. Breen
Dated at: 11-23-72
State of South Carolina 1.
county of Chelaule
Personally appeared before me Ray Mello who, after being duly sworn, says that he saw
the within named Chales E. Dillin Bootsie O Killin sign, seal, and as their (Borrowers)
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
this 24th day of 1972 Kny Skultern (Vitness sign here)
Manager M Lall D (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
56-75 (N. 23-80 Real Property Agreement Recorded November 27, 1972 at 4:00 P. M., # 15528

OR SATISFACTION TO THIS MORTGAGE SEE ATISFACTION BOOK \_\_\_\_ 35 PAGE 266

SATISFIED AND CANCELLED OF RECORD DAY OF Dec. R. M. C. FOR GREENVILLE COUNTY S. C. AT 9:24 O'CLOCK \_ J.M. NO. 16329