OH MAR 221973 4 REAL PROPERTY AGREEMENT PAGE 592

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In consideration of such loans and indebtedness as shell be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL-BANK-OF—
SOUTH CAROLINA (hereinefter 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

All that lot of land with the buildings and improvements thereon situate on the west side of Redwood Drive near the city of Greenville, in Greenville County South Carolina, shown as Lot No. 8 on plat of property of W.H. Hendrix Subdivision No. 1 made by Dalton and Neves, Engineers, December 1953, recorded in the R.M.C. office for Greeniville County, S.C. in plat book HH, page 31, and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the west side of Redwood Drive, at the joint front corner of lots 7 and 8 and running thence with the line of Lot 7 S. 61-16 W. 158.7 feet to iron pin; thence N. 12=40 W. 200 feet to an iron pin; thence with the line of Lot (9 S. 71-06 E.  $\pm$ 2 172.5 feet to an iron pin on the west side of Redwood Drive; thence with Redwood Drive ( the chord being S. 9-01 E. 60 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 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, 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 Bellie C. Markhan X	Dolan K Ledwell
Witness Marvelen Latts x	Wilma & Ledwill
Dated At: Steamalle	3. <u>20 1</u> 3
State of South Carolina	•
County of Ball Ma	Canda
Personally appeared before me (Witness)	who, after being duly sworn, says that he saw sign, seal, and as their
. (Borrowers) act and deed deliver the within written instrument of writing, and the	nat deponent with (Witness)
witnesses the execution thereof.	
Subscribed and syorn to before me this 20 by of 19	Belli C. markham
Notary Public, State of South Carolina Ny Commission expires at the will of the Governor Real Property	(Witness sign here)
My Commission expires at the will of the Governor Real Property	A Walleament recorded parch 25 12() an detail

Harrise of AND CANCELLED OF RECORD 1979

Honnie & Jankorsley

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

AT 2 OC O'CLOCK M. NO. 2872

11.73.13

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK S 6 PAGE 329

# 26636