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DEC 3 1973 REAL DONNIES, TARRERSLEY

PROPERTY AGREEMENT

vol 989 rage 382 '

In consideration of such loans and indebtedness as shall be made by or become due to THZ CITIZERS AND SOUTHERN NATIONAL BANK CF SOUTH CAROLINA (hereinefter referred to as "Bank") to or from the undersigned, jointly or saverally, and until all of such loans and (indebtedness have been paid in full, or until twenty-one years following the death of the last purvivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promice 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 mental, 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:

ALL that piece, parcel or lot of land in Greenville Township, Greenville County, South Carolina, known as Lot No. 53 on the plat of the sub-division known as Paris Piney Park, which is of record in the R. M. C. Office of said county in Plat Book "H" at Pages 19 and 20; said lot fronting fifty (50) feet on the North side of Orlando Avenue and running back between parallel lines 150 feet to the rear and being a portion of the real estate being conveyed to Mattie M. Downing by E. Inman, Master, by conveyance bearing date of September 2nd, 1935, and of record in the aforesaid office in Volume 177 at Page 183; reference to which conveyance and to the aforesaid plat is hereby expressly made for a more complete description of the property conveyed and for further derivation of the title thereto.

This being the same property conveyed to Eva Coffey Williams by R. Earle Moore on the 10th day of January 1942 deed recorded in R. M. C. Office for Greenville County, in Book 245 at Page 410.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other montes whitsoever 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 turns 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 Rank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such piaces
- as Bank, in its discretion, ray 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, legaters, devisees, administrators, executors, successors and until then it shall apply to and bind the undersigned, their heirs, legaters, devisees, administrators, executors, successors and until then it shall apply to and bind the undersigned, their heirs, legaters, 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 unpeid 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 any L	To ari	1 Hor	durin
MILENESS BEENSA Q. Cord X.	0		
6	11-30-73	· · · · · · · · · · · · · · · · · · ·	
Dated at Greenville	Date	 .	
State of South Carolina			
County of Greenville			
Personally appeared before me	-	_ who, after being	duly sworn, says that he saw
the within named Jo Ann Goodwin (Mitness)		Duonda	aign, seal, and as their
(Burrowers) act and deed deliver the within written instrument of writing, and		Brenda J.	
witnesses the elecution thereof.			(Hitness)
Subscribed and awarn to before me	00		
throath day of Maumber 1923 leny	- 2-2		
Bess andrews 11-5.83	/	(Attnes	is sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor	RECORDED [EC 3 '73	14450

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