BOOK 709 PAGE 398

REAL PROPERTY AGREEMENT (1853)

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 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:

All that piece, parcel, or lot of land being known and designated as Lot No. 4 according to plat of property of E. E. Watson, which plat is duly recorded in Plat Book F, Page 11, R.M.C. office for Greenville-County, S. C., and said lot having frontage of 42½ feet, with a depth of 120 feet, and being one of the lots conveyed to Sam Goodjoin by E. E. Watson. Situated on the corner of Paris Mountain Road and Oak Street, This is the same property described in Deed Book 259, Page 121 in the R.M.C. office of Greenville County.

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, 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.

WILLIES I tuelet Hall x Debucca Morsley young
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Witness i Kuland Jueller X Shu Tolling
October 23, 1962
Dated at: Greenville, S. C. October 25, 1904
State of South Carolina
County of Greenville
County of GICENVIIIC
Personally appeared before me Harold T. Hall who, after being duly sworn, says that he saw
the within named John J. Young and Rebecca Mosley Young sign, seal, and as their
act and deed of liver the within written instrument of writing, and that deponent with Richard Tucker
(WILLIESS)
witnesses the execution thereof.
Spbscribed and sworm to before me
con 23rdis on October 19 62 Knowl Charles
(Witness sign here)
Notary Public, State of South Carolina
My Commission averaged at the will of the Covernor
Recorded October 24th, 1962 at 9:30 A.M. #10853

The debt hereby secured is paid in full and this lien of this instrument is satisfied this lien of this instrument to the Lien of this instrument. The buttern the lien of this poutly to the lien of this poutly to the lien of this instrument.

Banks of Pheriotopians

By: Transco Itillians

Witness: Hay

SATISFIED AND CANCELLED OF RECORD

20 DAY OF FIBERRY 1967

Ollin Farmsworth

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

AT 9:30 O'CLOCK A M. NO. 20003