BOOK 720 FAGE 543

REAL PROPERTY AGREEMENT

In consideration of such losss 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 losss 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:

Situste at the Southwest corner of Poplar and Sprüce Streets, having a width on Popular Street of 40 Ft. with a depth along Sprüce Street of 135 Feet. being 48 Ft. wide at the back and 135 ft. along line of Lot No. 48 being designated at Lot No. 35 as shown by plat recorded in Plat Book M at page 51. School district 8-AC, and being more particularly described as follows:

For furthur information refer to Vol 332, Page 497 R. M. C. Office for Greenville County, South Carolina.

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 if this agreement and any person may and is hereby authorized to rely thereon.

Dated at: _ State of South Carolina Greenville County of _ Personally appeared before me E. R. McKelvey Jr. who, after being duly sworn, says that he saw fign, seal, and as their Claude Robinson & Annie Robinson the within named (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with $\overline{\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ }$. Carey witnesses the execution thereof. Subscribed and sworn to before me the will of the Governor Recorded April 24th, 1963 at 9:30 A.M. #27246

The debt hereby decured his paid in full :

the Lies of this instrument is satisfied is

It theyof Joy 1964

The Billie & Souther Mational Bank

By: Bill & Selver, Mgs. I.S. D.

Witness: Thereby decured his paid in full :

Witness: Thereby decured his paid in full :

Witness: The Secretary of t

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26 DAY OF PCL TTE

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

AT 7. 300 OLOCK A. NO. 12287