

16339

DEC 5 - 1963

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REAL PROPERTY AGREEMENT

Record

BOOK 737 PAGE 433

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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, School District 8-AA, on the West side of McDade street, and being known and designated as Lot No. 144, of Block C, of a subdivision known as City View as shown on plat thereof recorded in the RMC office for Greenville County in plat Book A, at page 460, and having the following metes and bounds, to-wit:

Beginning at an iron pin on the West side of McDade street at the corner of Lot No. 145, which point is 50 feet North of the Intersection of new cut road, and running thence along the line of Lot No. 145, N. 89-30 W. 150 feet to an iron pin on a 10-foot alley; thence N. 1/2 E. 50 feet to an iron pin at the rear corner of Lot No. 143; thence along the line of that lot, S. 89-30-E. 150 feet to an iron pin at the corner of said lot on the West side of McDade street; thence along the West side of said McDade street, S 1/2 W 50 feet to the beginning corner.

The above described lot is the same conveyed to us by W.M. Alexander by deed dated April 1, 1929, and recorded in the RMC Office for Greenville County in Vol. 148, Page 303

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.

Witness Barbara McPherson X L.L. Madlin

Witness Donna Dacus X L.L. Madlin

Dated at: Greenville Date

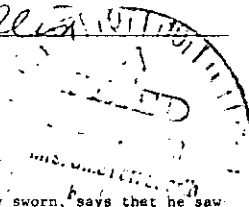
State of South Carolina
County of Greenville

Personally appeared before me Barbara McPherson who, after being duly sworn, says that he saw the within named L.L. & Audrey Madlin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Donna Dacus

Subscribed and sworn to before me this 5th day of Dec, 1963 Barbara McPherson

Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded December 5, 1963 At 9:30 A.M. #16339



The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 29 of December 1966
Citizens + Southern
National Bank of South Carolina
By: W. L. Phurigo
Witness: Frances Lawson
Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD
3 DAY OF Jan. 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A M. NO. 16007