ma South Ga Witness:

SATISMED AND CANCELLED OF RECORD Ollie Farnsworth 29 DAY OF R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A. M. NO. 30737

Α

1,25

MAY 1 1 1964 + 14 31877 REAL PROPERTY AGREEMENT

FILED In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENT AND SOUTHER NADOWAL BARGOF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and long long and indebtedness have been paid in full, or until twenty-one years following the death of the last survivors of the undersigned, jointly and severally, promise and agree indebtedness have been paid in full, or until twenty-one years rorrowing the understanding 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 in order levied upon property described below; and R. M. C.

 Without the prior written consent of Bank, to refrain from creating or permitting any lien or other a those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, scribed below, or any interest therein; and eal property de-

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

, State of South Carolina, described as follows: All that certain, parcel or Greenville lot of land, situated on the East side of the Pelham Rd. (State Hwy. 1 about 12 miles Southwest from the City of Greer and near Pleasent Grove (State Hwy. 14) Church, Chick Springs Township, Greenville County State of South Carolina being a part of tract # 2 of the property of J.G. Greer, L.B. Vaughn, I.M. Wood & J.A. Wood according to plat thereof by W.A. Christoper, surveyor dated Nov. 22,1921 and being particularly designated and shown as the property of Frank A. Caldwell according to survey and plat thereof by H.S. Brockman HAMMAN registered surveyor, dated April 23,1951 and ha ving the following courses and distances to wit: BEGINNING at a nail and stopper in the center of Pelham Road 335 feet Northward from the intersection of the Pelham Road with the Brushy Creek Road and running thence S. 88.00 E 200 feet to a stone, thence N. 2.00 E 100 feet to a stone, thence N. 88.000 W 200 feet to a nail and stopper in the center of the Pelham Road thence along the center of said Pelham Road of the Pelham Road, thence along the center of said Pelham Road S 2.00 W 100 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 whenseever 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 discherge 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.

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, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness

Witness Way Marghix	Envelor S. Edwardy
Dated at: Dreamwille, SC. J	5 - 8.64 Date
State of South Capolina	
County of Assentille	
	who, after being duly sworn, says that he sa
the within named And Allando, /	fr. sign, seal, and as thei
act and deed deliver the within written instrument of writing, and that de	ponent with
witnesses the execution thereof. Dan J. Morn	(Witness)
Subscribed and sworn to before me	0 00-
this & it day of many, 164	Land of the so
Red to ma C. A /	(Witness sign here)
Notary Public. State of South Carolina	*

Recorded May 11, 1964 At 9\$30 A.M. # 31877

expires at the will of the Governor