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MAY 22 1964

33200 REAL PROPERTY AGREEMENT

BOOK 749 PAGE 392

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 on the Western side of Newman Street (formerly Austtin Street) in the City of Greenville, Greenville County, South Carolina, being shown as a portion of lots No. fifty (50), fifty-one (51) and fifty two (52) on a plat of McDaniel Heights, made by Dalton & Neves, Engineers, dated April 1941, recorded in the RMC Office of Greenville County, S.C. in Plat Book "L", at page 47 (also being shown on plat of Property of Louie Smith Gathis, Jr. recorded in the RMC office of Greenville County S.C., in plat book "X" at page 91), and having, according to said plat, and a survey made by R.W. Dalton, Spak Sept. 14, 1954, the following metes and bounds, to wit: BEGINNING at an iron pin on the Western side of Newman Street, said pin being 62.4 feet South from the bend in Newman Street; and running thence along the Western side of Newman Street S 26-30 E 62.5 feet to an iron pin; thence running S 86-11 W 192.9 feet to an iron pin; thence running N 04-20 W 55.7 feet to an iron pin; thence running N. 85.30 E 169.5 feet to an iron pin on the Western side of Newman Street the point of beginning.

Hariet Fairchild James from Robert D. Wood Book 696 pg. 276

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.

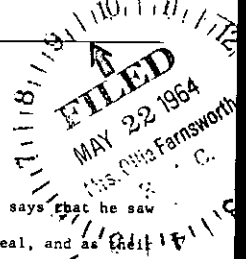
5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

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 Dan L. Moyal Hariet F. James

Witness Jack J. Moyal

Dated at: Greenville 5-22-64  
Date



State of South Carolina  
County of Greenville

Personally appeared before me Dan L. Moyal who, after being duly sworn, says that he saw the within named Hariet James sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jack J. Moyal witnesses the execution thereof.

Subscribed and sworn to before me this 22 day of May, 1964 at Greenville Dan L. Moyal (Witness sign here)

Daniel L. Moyal  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
sc-75-R

Recorded May 22, 1964 At 9:30 A.M. # 33200

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 9 of Feb. 1966  
Citizens and Southern National Bank  
of South Carolina

By: W. H. Phuriga manager installment loan Department  
Witness Ronald A. Shumaker  
Witness Frances Lawson

SATISFIED AND CANCELLED OF RECORD  
15 DAY OF February 1966  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:30 O'CLOCK A NO. 23734