Record R.m.

34311 /. 25 18 18 18

REAL PROPERTY AGREEMENT

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. 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
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter the undersigned, as rental, or otherwise. and howspever for or on account of that certain real property situated

Greenville ______, state of South Carolina, described as follows: All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, Town of West Greenville, on the North side of Iola St., and being known and designated as lot number 78 in a subdivision known as Donwood as shown on plat thereof recorded in R M C office for Greenville County in plat book A, at page thereof recorded in R M C office for Greenville County in plat book A, at page 462 and having the following metes and bounds, to-wit:
Beginning at ah iron pin on the north side of Iola St. at the joint corner of 10ts nos. 77 & 78 which point is 305.8 west of the northwest corner of the intersection of Iola st. with Moodlawm St. and running thence along the joint line of lots numbers 77 & 78, N 1520 W. 150 feet to an iron pin at the joint corner of said lots; Thence S 74-26 W. 50 feet to an iron pin at the joint corner of lots numbers 78 & 79; Thence along the joint line of said lots, S 15-20 E. 150 feet to an iron pin on the north side of Iola street, thence along the line of said street, N 74-6 E. 50 feet to beginning corner. This lot is shown on the Township Book at Sheet No. 122, Block 14, Lot 12.

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.
- 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

 Witness

| Colot on I-V | J. Barna |
|---|---|
| Witness (X Phany | Bomar |
| Dated at: Greenville 6/2/64 | |
| State of South Carolina | |
| County of Greenville | |
| Personally appeared before me J. O. Tiole the within named /////// | who, after being duly sworn, says that he saw |
| act and deed deliver the within written instrument of writing, and that deponent with | sign, seal, and as their |
| witnesses the execution thereof. Collect M. Finley. | (Witness)· |
| Subscribed and sworn to before me | |
| this day of June, 1914 . Seare | • |
| Rita S. M. C.C. C. Rock Public, State of South Carolina | (Witness sign here) |
| My Commission expires at the will of the Governor | |
| sc-75-R Recorded June 3, 1964 At 9:30 A.M. # 31311 | |

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this of February The Citizens & Southern national Bank of South Carolina By: N. L. Pherigo Witness: Frances Lawson Witness: Kay G. Still

SATISFIED AND CANCELLED OF RECORD 16 DAY OF Feb. Ollie Farnsworth R. M. O. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 19768