

3 R/P Agree
3.75

JUN 24 1964 36444

BOOK 751 PAGE 479
FILED
JUN 24 1964
R.M.C. OFFICE
GREENVILLE

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 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: BOOK 563 PAGE 403 R.M.C. OFFICE

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, being known and designated as Lot No. 85 of a subdivision known as Pine Brook Development, as shown on a plat thereof recorded in the R.M.C. office for Greenville County in Plat Book Z, at page 148, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Bridges Avenue joint front corner Lots Nos. 85 and 86 and running thence with the joint line of said lots N. 16-54 W. 150 feet to an iron pin; thence S. 73-06 W. 70 feet to an iron pin at the rear corner of Lot No. 45' thence with the rear line of Lots Nos. 45 and 46 S. 16-54 E. 150 feet to an iron pin on the northern side of Bridges Avenue' thence with said Avenue N. 73-06 E. 70 feet to the beginning corner' and being one of the lots conveyed to the Grantors by Lawrence E. King by deed dated June 28, 1956, and recorded in the R.M.C. office for Greenville County in Deed Volume 556, at page 335.

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 Nina L. Moore x Robert G. Summey
 Robert G. Summey
 Witness Donna Dacus x Edna S. Summey
 Edna S. Summey

Dated at: Greenville, South Carolina June 22, 1964
Date

State of South Carolina
County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named Robert G. Summey and Edna S. Summey sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Dacus witnesses the execution thereof.

Subscribed and sworn to before me
this 22nd day of June, 1964
Nina L. Moore
(Witness sign here)

Reba B. McLoey
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

sc-75-R Recorded June 24, 1964 At 9:30 A.M. # 36444

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 13 of June 1967
The Citizens & Southern National Bank of South Carolina
By: N. L. Pherigo
Witness: M. F. Austin
Witness: C. D. Stilwell

SATISFIED AND CANCELLED OF RECORD
14 DAY OF June 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:15 O'CLOCK A M. NO. 30561