REAL PROPERTY AGREEMENT 1312

BOOK 752 MAG. 483

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (hereinefter 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
- 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 Book 681, Page 171

, State of South Carolina, described as follows: GREENVILLE

1964

All that piece, parcel or lot of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina on the Eastern side of Donnan Road, and being known and designated as Lot No. 11 on plat of Super Highway Home Sites prepared by Dalton & Neves, Engineers, May, 1946, which plat is of record in the R.M.C. Office for Greenville County in Plat Book P at Page 53 and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the Eastern Side of Donnan Road at the joint front corner of Lots Nos. 10 and 11, which point is 425 feet North of Northwestern Intersection of Donnan Road and Bob White Lane and running thence alongside of Donnan Road South 2-00 West 80 feet to an iron pin at the joint front corner of Lots 11 and 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 suft 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 indebted-ness 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 Tot & Jowy	x that Calin Calcater
Witness Minia L. Mone	xulin Emme Robertrassiviliti
Dated at: Greenville, S. C.	July 7, 1964
State of South Carolina	who, after being duly aworn, who that he was their he was the was
County of Greenville	The Mile Chief by C.
Personally appeared before me Pat C. Lowe	who, after being duly sworn, why that he was
the within named Calvin Robertson and Mrs. Em	ma Robertson sign, seal, and as their sign, seal, and as their
(Borrowei act and deed deliver the within written instrument of writing, and	d that deponent with Nina L. Moore (Witness)
witnesses the execution thereof.	
Subscribed and sworn to before me	
this 7thday of July, 1964	Jat & Jows
Social Public, State of South Carolina	(Witness sign mere)
My Commission expires at the will of the Governor Recorded July 8, 1964 At 9:3	0 A.M. # 1312

DAY OF CANCELLED OF RECORD R. M. C. FOR GREENVILLE COUNTY. **S.** C AZ 9:00 O'CLOCK A M. NO.

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 19 **6** \$ Эb 0. Frances X. Witness: Witness: