Xxx+(1) 1.25 2160 JUL 1 6 1964" REAL PROPERTY AGREEMENT

753 rage 160

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

- 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. Withou: the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property de-bed below, x any interest therein; and
- Hereby assign, transfer and set over to Bank, its auccessors 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 or parcel or lot of land in Chicksprings Township, State and County Aforesaid being known and designated as Lot No. 2 on plat of Property of M.W. Fore by Dalton and Neves dated October 1949, and having according to said Plat the following Courses and distances To-wit. Beginning at an Iron Pin on River St. At the joint front corner of Lots I and 2 said pin being South 74-52 E. 55ft. on line of property now of or formerly belonging to Poole. and running thence with the joint line of said lot South I5. West 99-350 to an Iron pin. thence S. 71:-35 ft to an iron pin, joint rear corner of lots 2 and 3, thence with the joint line of said lots North I5in. 99.9 ft. to an iron pin on river st. thence with River st N. 74-52 West 45 ft 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 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 when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebted 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.

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Witness Tal & Jowy x parlie Benson Paulae Benson  Witness Unic L. Moore x Paulie Benson  Dated at: FRESNEILLE, 5.0  State of South Carolina  County of Francisco III
State of South Carolina  County of Carolina
County of Commercial ILE
Control of the contro
Pat C. Lowe who, after being duly sworn, says that he saw
the string and Jassie R. Benson and Pauline Benson
act did deep things the history instrument of writing and the decree decree the him a limit of the limit of t
wings the destriction (Witness)
The second control to before me
Marko Ama Crush
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
sc-75-R Recorded July 16, 1964 At 9:30 A.M. # 2160

The debt hereby secured is paid in full and	
the Lien of this instrument is satisfied this	SAI
The Citizens & Southern	
a + D. le al South Tearouna	0
By: E. Parker Sulfer Inst. Loan	R. N
Witness: Frances Lawson	AT_
Witness: James C. Noppins	

ISFIED AND CANCELLED OF RECORD 7 DAY OF Sept. 19 **68** tarnsworth I. C. FOR GREENVILLE COUNTY, S. C. 9:30 O'CLOCK A M. NO. 775/