DEC 1 0 1964

## 16798 REAL PROPERTY AGREEMENT

BOCK,  $763\,$  rage  $219\,$ 

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. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and untilitatives buth 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 outlined printing property described below; and

2. Without the prior written consent of Bapk, 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

Plat Book "W" - page57. **GREENVILLE** , State of South Carolina, described as follows:

ALL that certain piece, parcel, or lot/land, situate, lying and being on the North side of Mayo Drive, in Gantt Township in Greenville County, South Carolina being shown as Lot 217 on Plat of Paramount Park, made by Piedmont Engineering Service, July, 1949, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "W" at page 57 and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the North side of Mayo Drive at the joint front corner of Lots 217 and 218 and running thence with the line of Lot 218 N. 00-05 W. 183.1 feet to an iron pin; thence N. 64-00 E. 85 feet to an iron pin at the joint rear corner of Lots 201 and 202; thence along the rear lot line of Lot 217 S. 68-48 E. 49.4 feet to an iron pin; thence along the joint lot line of Lots 216 and 217 S. 19-07 W. 222.1 feet to an iron pin on the North side of Mayo Drive; thence along the North side of Mayo Drive N. 80-18 W. 50.1 feet to the beginning point.

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 tents 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 X John W. Takur 11,
Marion F. Aystin John M. Palm, Jr. Palm Witness Place W. Kentrae & Stephina T. Palm
Florence H. Renfroe Septime T. Palm
Dated at:Greenville, South Carolina December 8, 1964
Date
State of Schich Cardinal
County rof GREENVILLE
Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw
- A Robert - A Höhri 知号 Palm - Ir - and Sent ima T / Palm
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Florence H. Renfroe
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this 8th day of December, 1964
Marion F. Austin (Witness sign here) Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded December 10th., 1964 At 9:30 A.M. # 16798

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

SC-75-R

of The Citizens athern Bank South Carolina Witness:

SASISFUED AND CANCELLED OF RECORD 12 DAY OF Necember Ollie tarnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT //:00 O'CLOCK # M. NO. 13540