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NOV 1 1985 13465 REAL PROPERTY AGREEMENT

BOOK 785 PAGE 213

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. 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 the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated

<u>Gree</u>nville , State of South Carolina, described as follows:

Book 244 Page 236 All fhat certain piece, parcel or lot of land situated, lying and being on the Northeast side of Bates Ave. near the city of Greenville, State of South Carolina being known and designated as Lot 26 on plat of Skyland Park made by Dalton & Neves Engineers March 1941 and recorded in the RMC office of Greenville County Neves Engineers March 1941 and recorded in the RMC office of Greenville County South Carolina in plat Book at page 41 and having according to said plat the following metes and bounds to wit. Beginning at an iron pin on the Northeast side of Bates Ave. The joint front corner of Lots 25 and 26 said pin also being 402. 4 feet in 9 Northwesterly direction from the point where the Northeast side of Bates Ave. intersects with the Northwest side of Webster Road and running thence with the Northeast side of Bates Ave. N 34-52W 50 Ft. to an Iron pin, the joint front corner of lots 26 & 27, thence the line of lot 27 N 46-33E 148 ft. to an iron pin, thence S 47-00 E 75 ft. to an iron pin on the Northeast side of Bates Ave. 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 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 suthorized 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 end 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.

Vitness Free James	Mill-	_x work	1 2 80
Witness JHC	olele	_x Ms W	ath 6. Lord
Dated at: Greenville, S	. с.	10-29-65	
State of South Carolina			
County of Greenville			
Personally appeared before me	Dewey Webb		. who, after being duly sworn, says that he saw
	orth E. Lord and M		sign, seal, and as their
act and dead deliver the within written instrument of writing, and that deponent with			J. H. Coble
witnesses the execution thereof.			(Witness)
Suscribed and sworphic before	е ше		
this day of Or Au	166 2	sy Well-	
Notary Public is State of South Carol	elf_		(Witness sign here)
My Commission experes at the will o	of the Governor		
sc-75-R Recorded	November 1st.,	1965 At 9:30	A.M. # 13465

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The Citizens and Southern National Bank of South Carolina, a national banking association, mereby certifies that that certain agreement entitled "Real Property Agreement" made by	
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orded in the office of the Recorder in the County of County State of South Carolina, on	
ngs therein described discharged. 1965, Dolla 785 at Page 2/3 1966 and terminated and the undertak-	
he Citizens and Southern National Real Co.	
Vitness Frances down of South Carolina	
Larry a. William Hughes	~
ngs therein described discharged. The Citizens and Southern National Bank of South Carolina Witness Lances Lawrence By - William Hughes	
SATISFIED AND CANCELLED OF RECORD	
SATISFIED THE STATE OF 1969	
5 DAY OF hov. 1969	