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APR 28 1966

REAL PROPERTY AGREEMENT

BOOK 797 PAGE 235

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

- 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

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, with the buildings and improvements thereon lying and being on the northwesterly side of Fleetwood Drive, near the City of Greenville, S.C., being shown as Lot No. 72 on the plat of Magnolia Acres as recorded in the RMC Office for Greenville County, S. C. in Plat Book GG page 133, and having according to said plat the following metes and bounds, to wit:

BEGINNING at an iron pin on the northwesterly side of Fleetwood Drive at a point 161.6 feet southwest of the westerly corner of the intersection of Fleetwood Dr. and Brook Dr., said pin being the joint corner of Lots 72 and 52, and running thence along the joint line of said Lots N. 21-10 W 112 feet to an iron pin, joint corner of Lots 52, 53, and 72; thence with the line of Lot 53 N. 74-33 W. 100.6 feet to an iron pin, corner of Lots 53, 54, 55, and 72; thence with the line of Lot 55 S 68-50 W 9 feet to an iron pin, joint rear corner of Lots 71 and 72; thence with the joint line of said Lots S 21-10 E 172 feet to an iron pin on the northwesterly side of Fleetwood Drive; thence along the northwesterly side of said Drive N. 68-50 E 90 feet to the point of beginning. For restrictions see Deed Book 534 page 41. This is one of the lots conveyed to the grantor in the name of Douglas Wilson Realty Co, by deed recorded in Deed Book 574 page 80.

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 Barry J. Nelson x Alice Lorraine Matthews

Witness Ronald A. Sturaker x James R. Matthews Jr

Dated at: Greenville, S.C. 4.27.66 Date

State of South Carolina County of Greenville

Personally appeared before me Barry J. Nelson who, after being duly sworn, says that he saw the within named Alice Lorraine Matthews & James R. Matthews sign, seal, and as their act and deed deliver the within written instrument of writing, and that Ronald A. Sturaker witnessed the execution thereof.

Subscribed and sworn to before me this 27th day of April, 1966 Barry J. Nelson (witness sign here)

Notary Public, State of South Carolina Commission expires at the will of the Governor

Recorded April 28th., 1966 At 9:30 A.M. # 30954

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Alice Lorraine Matthews James R. Matthews to The Citizens and Southern National Bank of South Carolina, as Bank, dated April 22, 1966, and recorded in the office of the recorder in the County of Greenville, State of South Carolina, on April 28, 1966, Docket 797, at Page 235, has been reviewed and CANCELLED OF RECORD