

NOV 9 1966

125 12050 XXXX REAL PROPERTY AGREEMENT

BOOK 809 PAGE 48

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. Herby 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, State of South Carolina, described as follows:

ALL that piece, parcel or lot of land with buildings and improvements thereon situate, lying and being on the North side of Lanneau Drive in the City of Greenville, known and designated as LOT NO. 33 on plat of the Estate of John T. Jenkinson Property made by Dalton & Neves, July 1932 and recorded in the RMC Office for Greenville County in Plat Book H, at page 207;

BEGINNING at an iron pin on the North side of Lanneau Drive, joint corner of Lots 33 and 34 and running thence with line of Lot 34, North 21-44 East 169.8 feet to an iron pin; thence South 79-09 East 65.25 feet to an iron pin; thence with line of Lot 32, South 21-44 West 175.3 feet to an iron pin on the North side of Lanneau Drive; thence with the North side of Lanneau Drive, North 68-16 West 65 feet to the beginning corner.

Being the same property conveyed to Harry B. Smith and Edith Harris Smith by deed recorded in Deed Book 332, at page 299, RMC Office for Greenville County.

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 Ronald H. Shumaker x / Christine G. Woods

Witness Kay C. Hill x

Dated at: Greenville 11-8-66
date

State of South Carolina

County of Greenville

Personally appeared before me Ronald H. Shumaker, after being duly sworn, says that he saw the within named Christine G. Woods sign, seal, and as their act and deed deliver, the within written instrument of writing, and that deponent with Kay C. Hill witnesses the execution thereof.

Subscribed and sworn to before me this 8th day of November 1966 Ronald H. Shumaker (Witness sign here)

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

sc-75-R Recorded November 9th., 1966 At 9:30 A.M. # 12050

SATISFIED AND CANCELLED OF RECORD

9 DAY OF Mar 19 72
Ollie Jarnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:15 O'CLOCK A M. NO. 24068