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REAL PROPERTY AGREEMENT

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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 a presently existing) to exist on, and from transferring, seiling, assigning or in any manner disposing of, the real property dethose presently existing) to exist on, and a scribed 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

, State of South Carolina, described as follows:

All that piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being near the Town of Mauldin, State of South Carolina, County of Greenville, Being known and designated as Lot #4 on Plat of Addition to Knollwood Heights, which plat is recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book "PPP" at page 6, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the Northwestern side of Edgewood Drive, joint front corner of Lots #3 and #4; and running thence N. 47-27 W. 165 feet to an iron pin; thence N. 42-33E. 120 feet to an iron pin, joint rear corner of Lots #4 and #5; thence S. 47-27 E. 165 feet to an iron pin on Edgewood Drive, joint front corner of Lots #4 and #5; thence with Edgewood Drive, S. 42-33 W. 120 feet to the point of

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 Working x (Aur Colland)
W. L. Pherigo Charles C. Josey, Jr.
Witness Shaull dalling x x 2 2 2 2 2 2 2
Frances Lawson Betty M., Josey
Dated at: Greenville 7/26/67 Date
Date
State of South Carolina
County ofGreenville
Personally appeared before me W. L. Pherigo who, after being duly sworn, says that he saw
the within named <u>Charles C. and Betty M. Josey</u> sign, seal, and as their
(Borrowers) act and deed deliver the within written instrument of writing, and that deponent with Frances Lawson
witnesses the execution thereof.
Subscribed and sworn to before/me
Subscribed and sworn to before me this 26th day of July 197
this 26th day of July , 1967 W. L. Pherigo (Witness sign here)
this 26th day of July 1, 1967 W. L. Pherigo (Witness sign here)

The Citizens and Southern National Bank of South Caroline, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Charles C. & Belly m. Josey to The Citizens and Southern National Bank of South Carolina, as Bank dated 7-26 19.67, and reconded in the office of the Recorder in the County of Croanville, State of South Carolina, on 1967, 825 at Page 220 at a terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina
Witness Summe Heaven By By E. Parker Sutler Lawson trances

> SATISFIED AND CANCELLED OF RECORD 14 DAY OF awayst Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A M. NO. 3748