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11702 REAL PROPERTY AGREEMENT

BOOK 831 PAGE 240

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, State of South Carolina, described as follows:

All that piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, Chick Springs Township, and being known and designated as Lot No. 32, Section H of Croftstone Acres as shown on a revised plat of a portion of Croftstone Acres prepared by Piedmont Engineering Service, August 8, 1950, and recorded in the RMC Office for Greenville County in Plat Book Y at page 91 and having according to said plat the following metes and bounds to wit:

BEGINNING at an iron pin on the north side of Broughton Drive, joint front corner of Lots Nos. 31 and 32 and running thence along the north side of said Drive, N. 87-03 E. 70 feet to an iron pin, joint front corner Lots Nos. 32 and 33, said iron pin being 1118.8 feet from the intersection of Broughton Drive and Wedgewood Drive; thence along the joint side line of Lots Nos. 32 and 33 N. 2-57 W. 236.6 feet to an iron pin; thence S. 72-49 W. 72.2 ft. to iron pin; thence S. 2-57 E. 219 ft. to point of beginning. Recorded in RMC Office for Greenville County, Book 831, Page 240.

- and hereby irrevocably authorize and direct all trustees, executors, holders and debtors of said monies and hereafter 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 Paul D. Sloan, Jr. x Harold K. Davis

Witness [Signature] x Dorothy B. Davis

Dated at: Greenville
10-20-67
Date

State of South Carolina
County of Greenville

Personally appeared before me Paul D. Sloan, Jr. who, after being duly sworn, says that he saw the within named Harold K. Davis and Dorothy R. Davis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin witnesses the execution thereof.

Subscribed and sworn to before me this 20th day of October, 1967
[Signature] (Witness sign here)

Notary Public, State of South Carolina
My Commission expires January 1, 1971

Recorded October 23, 1967 At 9:30 A.M. #11702

The Citizens and Southern National Bank of South Carolina, national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by Harold K. Davis & Dorothy K. Davis to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11/1/1968, and recorded in the office of the Recorder in the county of Greenville, State of South Carolina, on June 11, 1968, Book 831 at Page 240, has been terminated and the undertakings herein described discharged.

SATISFIED AND CANCELLED OF RECORD
14 DAY OF June 1968