FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 31 PAGE 273

R. M. C. FOR GREENVILLE COUNTY S. C. AT 2:48 O'CLOCK P. M. NO. 30437

For Subordination of Real Prop. agree see Beed Book 909 page 326.

PAID\$ 1.25

3 REAL PROPERTY AGREEMENT

vol 886 page 88

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agreement

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 certain piece, parcel and lot of land, with all improvements thereon, lying and being in the County of Greenville, City of Greenville, State of South Carolina, on the Northwestern corner of the intersection of Yolver Street and Belmont Street (new known as lelmont Avenue) as shown on a plat made by Talton & Neves, Angineers and being the same property herotofore conveyed to Maddy F. Thomson, Sr. with said doed being recorded in the A.M.C. Office for Greenville County in Deed Pook 134 at Page 352.

MAR 1 3 1970 11 Mrs. worth

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 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 discher, eany coligation, duty or liability of the undersigned in connection therewith.

- 4. That it 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 pryment 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 J. William Hugher X K. Van Wacock
Witness Draces Lauren x Wis Gulith L. advock
Dated at: Greenville J. C. 3-11-110
State of South Carolina
Personally appeared before me
the within named K. Dan , Judith (Witness) adoch sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with
Subscribed and sworn to before me
this 11 day of march, 1970 Quelian Hugher
Notary Public, State of South Carolina My Commission expires at the with-of the Governor Recorded March 13, 1970 At 10:45 A.M. # 20060
My Commission expires at the with of the Covernor Recorded March 1), 1770 At 10:45 A.M. # 20000

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