(ð)..

/XXX 827 /.25 REAL PROPERTY AGREEMENT

TVOL 894 PAGE 21.

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:

Reginning at an iron pin on the east side of Parkside Trive at the joint front corner of lots 15 and 14, and running thence along the line of Lot 15 N 89-17 135.6 Feet to an iron pin; thence along the joint Lots 15 and 16, 135.6 feet to an iron pin on the north side of Parkside Drave; thence following the curvature of Parkside Prive 220 feet to the beginning corner.

For deed into grantor see Deed Pook page 200

This Conveyance is made subject to that certain mortgage given by Pobert E. and Gladys P. Hindman to the Prudential Insurance Company of America, Dated Jaunuary 1, 1952, in the face amount of 14,500.00, recorded in the R.M.C. Office of Greenville County, S.C. in Portgage Book 519 at page 117



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 & Messer x 4 Janie & Sheager
Witness Becky Som x Mis Jopke Il Thave
Dated at: Gilen wille 7-8-70 Date
State of South Carolina .
County of Merwelly
Personally appeared before me Delicher Dember, who, after being duly sworn, says that he saw
the within named () sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Bully Simm
witnesses the execution Chereof.
Subscribed and sworn to before me
this I day of Greekey, 1920 Opplie O. Ansker)
Notary Public, State of South Carolina
My Commiss fily Contribus Library Land Governor
Recorded July 10th, 1970 at 1:00 P.M. #827

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 13 PAGE 426

SATISFIED AND CANCELLED OF RECORD

DAY OF ARCESTER

R. M. C. FOR GREENVILLE COUNTY, S. C.