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m VOI}$ 906 (adj. 557JAN 1 8 197 FEAT PROPERTY 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 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 dethose presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property dethose presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property dethose presently existing. 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the County of undersigned, as rental, or otherwise. , State of South Carolina, described as follows: All that piece, parcel, or lot of land designated as lots 6 & 7 on plat of property of James H. Benneyfield February 1950, and recorded in the RMC Office for Greenville County in Plat Book X, page 135 and Deed Book 407 , page 101 BEGINNING at a point on the North east side of a county road joint front corner of lots 7 & * on said plat and running thence with the lot of lot 8 N. 42-11 E. 195.5 feet to a point thence N. 44-30 W. 226.4 feet to joint rear corner of lots 5 & 6 on said plat; thence with line of Lot 5 S. 49-30 W. 174 feet to said county road; thence with the northeast side of aid road 220.0 feet to eh beginning corner. 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, 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 own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to own name, to endorse and negotiate checks, drafts and other instruments received that Bank shall have no obligation so to do, or to perenforce payment, by suit or otherwise, of all said rent manually agrees that Bank shall have no obligation so to do, or to perenforce payment, by suit or otherwise, of all said rent monies.

4. That if default be made in the performance of any of the terms the payment of the performance of any of the terms. 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. as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Eank 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 until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns. The affidavit of any officer or department manager of Bank 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 showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity. <u> 1000</u> of South Carolina

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Dombrill , nardia

1-05-175 THE COMMISSION EXPIRES Recorded January 18, 1971 At 11:00 A.M. # 16487

Dreen

Personally appeared before me

Subscribed and sworn to before me
this Ham of Hamiltonian
Notary, Eublic State, or South Carolina

and deed deliver asset the execution t

> FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 3 PAGE 120

> > SATISFIED AND CANCELLED OF RECORD DAY OF Vet 1971 13 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. P M. NO. 10739 AT 2.45 O'CLOCK _

who, after being duly sworn, says that he saw

M Wombrell sign, seal, and as their

sign here)