126/

18807 FEB 12 1977 1880 REAL PROPERTY AGREEMENT

VOL 908 PAGE 416

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 (hereinefter referred to as "Bank") to or from the undersigned, jointly or saverally, 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

, State of South Carolina, described as follows; Greenville

 α

All that certain piece, parcel or lot of land situate, lying and being in the city of Greenville, County of Greenville, state of South Carolina, being known as Lot No.3 on plat of property of Donald E. Blatz recorded in plat Book Z at page 187 of the R.M.C. Office for Greenville County.

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.
- ness 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 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 Nobile Paible x	Jinne	1 Balla Docking
Madry Mc Anha		
Greenville	2-10-71	•
Dated at:	Date	
State of South Carolina		
County of Greenville		
Personally appeared before me		_ who, after being duly sworn, says that he saw
the within named Anna Belle Dockins (Borrowers)		sign, seal, and as their
act and describer the within written instrument of writing, and the	at deponent with	Sandra McGaha (Witness)
witnesses the execution thereof.		
supecribed and sworn to before me		011:0-1
this day of Febra 19 71		Debbee Parker
Drencis D'offauson		•
Notary Sublic, State of South Carolina Hy Commission suprices at the will of the Covernor		
1-05-175 MY COMMISSION EXPIRES Recorded February	12th, 19	ML at 9:30 A. H. #10007
MINIMIER 22, ADD		

OR SATISFACTION TO THIS MORTGAGE SEE ATISFACTION BOOK _____15_ PAGE 855

SATISFIED AND CANCELLED OF RECORD S. Jan Cornie S. -R. M. C. FOR GREENVILLE COUNTY S CA AT 4:15 O'CLOCK P. M. NO. 31688