

PAID \$
FEB 23 1971
Mrs. C. 3
REAL PROPERTY AGREEMENT

FEB 23 1971

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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 _____, State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land in the County of Greenville, State of South Carolina, Chick Springs Township, on the Northerly side of Pine Street near Paris School Property, and having the following metes and having the following bounds, to wit:

BEGINNING at an iron pin on the North side of Pine Street (also known as Belvue Rd.), and running thence from the joint front corner of Lot No. 1, with the center of Pine Street, N. 69-25 W., 37 ft. to a bend in said street; thence still with center of said street, N. 81-25W., 50 ft. to an iron pin at corner of lot conveyed to L. M. Davis, et al, which point is 103.5Feet, more or less, from the center of the intersection of Pine St. and Old Rutherford Rd. (also known as Mt. Creek Rd.); thence along line of Davis lot, N. 34-30E., 275 ft., more or less, to an iron pin; thence S. 80-30E., 87ft. to an iron pin 63 feet from line of Lot No. 1 of Butler Property; thence S. 34-30E, 200 feet to the beginning point. This being the same property hereof are conveyed to grantor by deed of Douglas W. Etheredge recorded in the RMC Office for Greenville County in Deed Book 726, at Page 296.

Grantee is to pay the 1963 County Taxes.

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 Debbie J. Parker x Hal Turner
 Witness Sandra B. McEaha x Edna A. Turner
 Dated at: Greenville 2-23-71
 Date

State of South Carolina
 County of Greenville
 Personally appeared before me Debbie J. Parker who, after being duly sworn, says that he saw
 the within named Hal x Edna Turner sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with Sandra McEaha
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 22 day of Feb, 1971. Debbie J. Parker
 (Witness sign here)
James A. Larson
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

1-05-175 MY COMMISSION EXPIRES NOVEMBER 23, 1980 Recorded February 23, 1971 At 2:45 P.M. # 19568

SATISFIED AND CANCELLED OF RECORD
3rd DAY OF May 1990
Danniel S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 11:41 O'CLOCK A M. NO. 21334

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 118 PAGE 1232