

125  
AUG 25 1971  
Mrs. Ollie Farnsworth  
R. M. C.

AUG 25 1971 5793  
REAL PROPERTY AGREEMENT

VOL 923 PAGE 447

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 piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of South Carolina, located in City of Greer on the Western side of Madison Ave., and being shown on plat of property made for Ray Durrah by John A. Simmons, surveyor, dated July 1, 1970, which plat is to be recorded herewith and has the following metes and bounds, to wit:

Beginning at an iron pin on the western side of Madison Ave., at rear corner of Lot No. 3 of O.P. Smith plat, plat book FF page 507, 200 feet from Palmer St. and runs thence N. 69-00 W. 120 feet along the rear lines of lots 2 and 3 to an iron pin at corner of lot No. 1 on said plat: thence S. 21-08 W. 143.5 feet to old iron pin: thence S. 71-45 E., 125.7 feet to an iron pin on the West side of Madison Ave., thence therewith N. 18-51 E., 137.6 feet to the beginning corner.

This is the same conveyed to the within mortgagor by Carrie Dell Humphreys by deed recorded herewith.

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 Sandra McEhee x Ray Durrah  
 Witness Manson Alley x Dorothy Durrah  
 Dated at: Greenville 8-23-71 date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Sandra McEhee who, after being duly sworn, says that he saw the within named Ray Durrah & Dorothy Durrah sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Manson Alley witnesses the execution thereof.

Subscribed and sworn to before me this 23rd day of Aug, 19 71 Sandra McEhee (Witness sign here)

Frances J. Haus  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

11-23-80 Recorded August 25, 1971 At 3:00 P.M. # 5793

FOR SATISFACTION TO THIS MORTGAGE SEE  
 SATISFACTION BOOK 4 PAGE 222

SATISFIED AND CANCELLED OF RECORD  
13 DAY OF Dec. 19 71  
Ollie Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 2:14 O'CLOCK P M. NO. 16327