

SATISFIED AND CANCELLED OF RECORD

29 DAY OF June 1972
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:43 O'CLOCK a M. NO. 35601

AUG 30 1971
Mrs. Ollie Farnsworth
R. M. C.

6339 AUG 30 1971
REAL PROPERTY AGREEMENT

mic
VOL 924 PAGE 19

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 certain parcel or lot of land situated on the west side of Ashmore Street near the City of Greer and northward therefrom in Chick Springs Township, Greenville County, State of South Carolina, and being known and designated as Lot no. 19 and the southern one-half of Lot No. 20 of the Geanie L. Caldwell property according to survey and plat by H.L. Dunahoo, Surveyor, dated October 24-25, 1949, recorded in Plat Book "X", page 1, RMC Office for Greenville County, and having the following courses and distances, to-wit:

Beginning on a stake on the western margin of Ashmore Street, joint corner of Lots No. 18 and 19, and running thence with the common line of these lots, S. 78-00 W. 194 feet to a stake on line of Lot No. 75; thence with the line of Lot No. 75, N. 10 W. 105 feet to a stake, the same being equi-distant between the rear corners of Lot no. 20; thence a new line, equally dividing Lot No. 20, N. 78-00 E. 194 feet to a stake on the west side of Ashmore Street (said point is equi-distant between the front corners of Lot No. 20); thence with the west side of Ashmore Street, S. 10-00 E. 105 feet to the beginning corner.

This is the same property conveyed to the grantors herein by W.E. Harvey, Jr., by deed recorded in Deed Book 737, page 453, R.M.C. Office for Greenville County, and is subject to all easements and rights-of-way of record.

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 McEhale M. O. Beckham

Witness [Signature] x Elizabeth A Beckham

Dated at: Greenville 8-26-71
Date

State of South Carolina
County of Greenville

Personally appeared before me Sandra McEhale who, after being duly sworn, says that he saw the within named M. O. Beckham Elizabeth A Beckham sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marietta Austin witnesses the execution thereof.

Subscribed and sworn to before me this 26th day of Aug, 1971
Sandra McEhale
(Witness sign here)

Margaret D. Laurin
Notary Public, State of South Carolina
My Commission expires 11-23-80
sc-75

Real Property Agreement Recorded August 30th, 1971 at 3:00 P. M. #6339