REAL PROPERTY AGREEMENT nis. Ollie Farnsworth 1971 - E3 R. M. C.

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
- 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 the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated becoming due to

, State of South Carolina, described as follows: Greenville

All that property located at 1h Clarendon Avenue, Greenville, S. C., described as follows: N h6-10E 220 feet, S h3-50E 350 feet, S h6-10W 220 feet, N 43-50W 350 feet. 1.767 acres.

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 when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebteds 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 Bank this agreement shall be and become void and of no effect, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns. The affiderit of any officer or department manager of B assigns, and inure to the benefit of Bank and its successors and assigns. The affiderit of any officer or department manager of B showing any part of said indebtedness to remain unpaid shall be and constitute of lustve evidence of the validity, effectiveness continuing force of this agreement and any person may and is hereby authorized to rety thereon.

 Witness

Witness XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Witness Bloky Sym x Mrs. mary Slaughter
Dated at: 10-27.7
State of South Carolina
Personally appeared before me Debug Parker who, after being duly sworn, says that he saw
the within named & Alauchten Fire Many Alaughten sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof.
Subscribed and sworn to before me this 2 T day of Oct , 19 11 (Vitness sign here)
this day of (Witness sign here)
Notary Public, State of South Carolina My Commission expires at the will of the Commercian
sc-75 1)-23- 8 AReal Property Agreement Recorded November 1, 1971 at 3:15 P.M

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 PAGE 204

SATISFIED AND CANCELLED OF RECORD Carley 1974 Danie S. Jan R. M. C. FOR GREENVILLE COUNTY, S. C. P.M. NO. 4125 AT 4:45 O'CLOCK ___