

PAID \$ 1.25

NOV 7 1973
DONNIE S. TANKELEY

REAL PROPERTY AGREEMENT

VCL 987 PAGE 734

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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 Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land in the County of Greenville, City of Greenville, State of South Carolina, situate, lying and being on the southern side of Dellwood Drive being known and designated as Lot No. 148 on a Plat entitled Property of Central Development Corporation recorded in the RMC Office for Greenville County in Plat Book BB at Pages 22 and 23, and having, according to said Plat, the following metes and bounds, to wit:

Beginning at an iron pin on the southern side of Dellwood Drive at the joint front corner of Lots 147 and 148 and running thence with the common line of said Lots S.29-07 E. 159 feet to an iron pin at the joint rear corner of said Lots; thence S. 52-40 W. 83.4 feet to an iron pin at the joint rear corner of Lots 148 and 149; thence with the common line of said Lots N.26-33W. 173 feet to an iron pin on Dellwood Drive; thence with said Drive N.62-13 E. 75 feet to the point of beginning.

This is the same property as that conveyed to the grantors herein by deed recorded in the RMC Office for Greenville County in Deed Book 868 at Page 381.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenever 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 Elizabeth V. Smith x J. Carey Scott
 Witness Linda Aderholt Jean P. Moorehead Scott
 Dated at: Greer, South Carolina Oct. 30, 1973
Date

State of South Carolina
 County of Greenville

Personally appeared before me Elizabeth V. Smith who, after being duly sworn, says that he saw
(Witness)
 the within named J. Carey Scott and Jean P. Moorehead Scott
(Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Linda Aderholt
(Witness)
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 30 day of October, 1973
Elizabeth V. Smith
(Witness sign here)
 Notary Public, State of South Carolina
 My Commission expires on the 15th day of the month of August, 1978
 1-05-195

NOV 7 1973 12526

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