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## DEC 10 4 16 PH '73

DONNEATARROSERTY AGREEMENT

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Greenville, S.C. 27001

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 (hereinefter 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 conies now due and hereafter bacoming 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: Greenville

All that piece, parcel or lot of land in O'Meal Township, County of Greenville, State of South Carolina, located on the Northeast side of Gop Creak Road about 3 wiles North from Greer, S. C. and being shown on a plat of property made for Malcolm D. Gibson by John A. Simmons, surveyor, dated Dec. 6, 1966, which plat is to be recorded herewith and has the following metes and bounds, to wit:

Beginning at a nail in the center of said road at corner of Darwin H. Gibson property, iron pin set off 15.7 feet on Northwest side of road and running thence with Darwin H. Cibson N. 46-05 T., 134.9 feet to am old iron pin; thence M. 11-03 T., 68.0 feet to am old iron pin; thence still with Darwin H. Gibson and remaining property of the D. H. Gibson Estate N. 30-23 3., 321. Let to Iron pin (old) on line of property now or formerly of the Ponder Satate; thence N. 48-52 7., 265.1 feet to an old Iron pin; corner of Bill Gibson property; thence S. 55-20 9., 430.8 feet to a nall in center of said road (from pin at 20 feet); thence 3, 46-33 E., 210 feet along the center of said road to the beginning corner. and containing 1.87 acres more or less.

This is a part of the same conveyed to D. H. Gibson (deceased) by H. J. Edwards by deed recorded in deed book 200, page 343, R.M.C. Office for Greenville County, and hereby irrevocably authorize and direct all leases, excrew holders and others to pay to Bank, all rent and all other menter whatsoever and whentoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, whatsoever and whentoever 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 is its and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or is its and hereby irrevocably appoint Bank, as attorney in fact, and other instruments received in payment of, and to receive, receipt for hed to over a payment, by suit or otherwise, of all said cents and sums; but egreen that Bank shall have no obligation so to do, or to pare form or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default he 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, Sank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtadness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and in hereby authorized and permitted to cause this instrument to be recorded at such time and in such pieces as Sank, in its discretion, way 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 hind the undersigned, their heirs, legatess, devisess, administrators, executors, successors and until then it shall apply to and hind the undersigned, their heirs, legatess, devisess, administrators, executors, successors and until then it shall apply to and hind the undersigned, their heirs, legatess, devises, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and easigns. The affidavit of any officer or department amager of Bank assigns, and indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and 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 suthorized to rely thereof.

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Dated att Green, South Carolina	Dec. 3, 1973
Space of South Carolina	
County of Greenville	
Personally appeared before mo Prifrity D. Reine (Micross)	× 1
the within named Mulcolm Duried Gibson and Vloter	B. Gibnon sign, seal, and so their
	1 45.44 diamage 11465 [1337] [1737] [1737] [1737]

act and dead deliver the within written instrument of writing, (Witness) usered as the exacution thereof. 1-05-175 50

RECORDED DEC 1073