

FILED  
MAR 7 1974  
DENNIS C. HOLTZCLAW

Vol 934-531

REAL PROPERTY AGREEMENT

RECORDING FEE  
PAID \$ 1.25

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 piece, parcel or lot of land situate on the southern side of Grove Street in Chick Springs Township, Greenville County, State of South Carolina, being shown and designated as lot 37 on plat of Pleasant Heights Development, recorded in Plat Book T at Page 274 and 275, and having according to said plat the following metes and bounds;

BEGINNING at an iron pin on the southern side of Grove Street, joint front corner of lots 36 and 37, and running thence along the line of lot 36, S. 5W. 185 feet to a pin; thence with the rear of lot 46, S. 48- 30 E. 100 to a pin at rear corner of lot 38; thence with the line of lot 48, N. 5 E. 185 feet to a pin on Grove Street; thence with the southern side of Grove Street, N. 84 - 30 W 100 feet to the beginning.

Being the same property conveyed to the Grantor by deed recorded in deed book 799 at page 447 R.M.C. Office for Greenville County.

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 William Connolly & Paul Holtzclaw

Witness Marvelene Yates & Joan B. Holtzclaw

Dated at Greenville January 31, 1974

State of South Carolina  
County of Greenville

Personally appeared before me William Connolly who, after being duly sworn, says that he saw the within named Dennis C Holtzclaw and Joan F Holtzclaw (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marvelene Yates (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 5th day of March, 19 74 William Connolly (Witness sign here)

Bess Andrews  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
11-5-83

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