The Citizens & Southern Rational

Bank of South Vardina

By: Clarine Hopke asst. V. Pris.

Witness: Francis Lawron

Witness: George W. Lewis

SATISFIED AND CANCELLED OF RECORD

10 DAY OF August 1968

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:15 O'CLOCK A M. NO. 4234

1.451 JUL 9 1964

REAL PROPERTY AGREEMENT

BOOK 752 PAGE 494

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 or parcel of lot of land with all improvements thereon are here after constructed thereon. Situate, lying and being in the state of South Carolina, county of Greenville, Gant Township lying and being near the White Horse Mills and containing 1 Acre more or less according to survey and plat made by J Mc Richerson in January 1953 and being more particular describe as following.

Beginning at a iron pin at corner of land of pace and lines having been conveyed to Dirton and lying thence along Dirton lines South 61-20 Fast 208-75 feet to iron pin on corner of other lands of wear. Thence South 33-53, West 208-75 feet to iron pin thence containing along wear North 61-20 West 208-75 feet to iron pin thence containing along wear North 33-53. East 208-75 feet to begining corner.

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.
- as Bank, in its ciscretion, 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 Int Long	x Henry.	Mª Cullange	TOTTO
WILLIAM L. Moone	Xalun MX	Willwell !	Carlo Con
Dated at: & Secuville, 5-C	July 7, 1964		FILE 9 1964
State of South Carolina	, ,		JUL Ollie Fames
Personally appeared before me Pat C. Lowe	who,	after being duly sworn,	X // :
the within named Henry McCullough and Mrs. Irene		sign, s	seal, and as their
act and deed definer the within written instrument of writing, and witnesses the execution thereof.		Nina L. Moore (Witness)	
Subscribed and Covern to before me			
this day of file, 1964	$\overline{}$	(Witness sign here)	<u> </u>
Notary Public, Stitte of Sputh Carolina My Commission expires at the will of the Governor			
	64 At 9:30 A.M.	#1451	