

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, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 120 as shown on a plat designated as "A Revision of Portions of Sections II and III (Lots 114, 120, 121, 123 and 124) Lake Forest Subdivision", which plat is recorded in the R.M.C. Office for Greenville County in Plat Book BB at Page 20 and having the following metes and bounds, to-wit:

"BEGINNING at an iron pin on the eastern side of Hermitage Road, joint front corner of Lots 120 and 121 and running thence with the joint line of said lots, S. 86-31 E. 178.1 feet to a point where said line intersects the high water mark of Lake Fairfield; thence along the high water line of Lake Fairfield, the traverse line being N. 9-02 W. 143.4 feet to an iron pin at the joint corner of Lots 119 and 120; thence with the joint line of said lots, N. 86-31 W. 147 feet to an iron pin on the eastern side of Hermitage Road; thence with said Road, S. 3-29 W. 140 feet to an iron pin at the beginning corner; being the same conveyed to me by Lake Forest, Inc. by deed dated April 21, 1956 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 551 at page 71."

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.
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 Marjorie K. Williams x William Douglas McAlister  
 Witness Bobby J. Nelson x Ann B. McAfee  
 Dated at: Greenville, South Carolina 3-20-67  
date

State of South Carolina  
County of Greenville

Personally appeared before me Marjorie K. Williams who, after being duly sworn, says that he saw the within named William Douglas McAlister and Ann B. McAfee sign, seal, and as their and deed deliver the within written instrument of writing, and that deponent with Bobby J. Nelson witnesses the execution thereof.

Subscribed and sworn to before me this 20th day of March, 1967 by Marjorie K. Williams (witness sign here)

Miss Barbara Evans  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R Recorded March 28th., 1967 At 3:26 P.M. # 23246

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by William D. and Ann B. McAfee to The Citizens and Southern National Bank of South Carolina, on 3-20 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina; on 3-28 1967, Book 816 at Page 371 has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Bobby Lynn By W. F. Austin, J. L. O.  
Debbie Parker

SATISFIED AND CANCELLED OF RECORD  
5 DAY OF Oct 1970  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.