

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: Flat Book "K" - Page 25.

ALL my remaining one-half interest in and to that certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the East side of Elmwood Avenue (formerly Fifth Avenue) being known and designated as Lot No. 50 on plat of Section 2 of Judson Mills Millage, made by Dalton & Neves, Engineers, in November, 1939, which plat is recorded in Flat Book "K" - page 25, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Southeast corner of the intersection of Elmwood Avenue and Fifth Street, and running thence with the South side of Fifth Street, S. 83-53 E. 123.3 Feet to an iron pin on the East side of Elmwood Avenue; thence with the East side of Elmwood Avenue, ~~XXXX~~ N. 6-07 E. 80 feet to the Beginning corner. Being the same property conveyed to the Grantor by Lee Weeks by deed recorded in Deed Book 297 at page 98.

The Grantor by the execution of this deed reserves the right to occupy said premises as a home for herself at any time during her life as she so elects.

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 Marion F. Austin x Lee K. Carroll
 Witness Florence Renfro x Ruth W. Carroll

Dated at: Greenville 11-30-64
Date

State of South Carolina
County of Greenville

Personally appeared before me Marion F. Austin (Witness) who, after being duly sworn, says that he saw the within named Lee K. & Ruth W. Carroll (Borrowers) sign, seal, and as their act and deed for the within written instrument of writing, and that deponent with Florence Renfro (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 30 day of November, 1964
[Signature] (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

SC-75-R Recorded December 2nd., 1964 At 2:30 P.M. # 15929

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 Lee K and Ruth W. Carroll to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-30-1964, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Dec. 2, 1964 Docket 762 at page 432, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina is SATISFIED AND CANCELLED OF RECORD
1 DAY OF May 1967
M. F. Austin
Ollie Farnsworth