

The Citizens & Southern National Bank of South Carolina
By: J. Clarence Hopke, asst. v.p.
Witness: George W. Lewis
Witness: Frances Lawson

SATISFIED AND CANCELLED OF RECORD

13 DAY OF Feb. 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:15 O'CLOCK A. M. NO. 19186

JAN 19 1965 20413 REAL PROPERTY AGREEMENT 765 PAGE 522

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, until 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, lying being in the State of South Carolina, County of Greenville, on the Southside of Willow Springs Drive and Wiuka Avenue in the City of Greenville, being shown as Lot No. 4 on Plat of Section 7, of East Highlands Estates, made by Dalton & Neves, Engineers, April, 1959, recorded in the R. M. C. office for Greenville County, South Carolina in Plat Book MM, at Page 99 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Southside of Wiuka Avenue at joint front corner of Lots. 3 and 4, and running thence along the line of Lot 3, S. 18-03 W. 174.4 feet to an iron pin; thence N. 74-26 W. 37 feet to an iron pin; thence with the line of Lot 5 N. 6-05 W. 162.6 feet to an iron pin on the Southside of Willow Springs Drive; thence with the curve of Willow Springs Drive (the chord being S. 87-0 E. 106.8 feet to the beginning corner; being the same conveyed to me by Conyers and Gower, Inc. by its deed dated May 14, 1959, and recorded in the R. M. C. Office for Greenville County in Deed Vol. 632, at Page 207.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whosoever 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 Dewey Webb x in John W. Sharpe
Witness James H. Coble x in Peggy M. Sharpe
Dated at Greenville, South Carolina January 14, 1965

State of South Carolina
County of Greenville

Personally appeared before me Dewey Webb who, after being duly sworn, says that he saw the within named John W. Sharpe and Peggy M. Sharpe act and deed deliver the within written instrument of writing, and that deponent with James H. Coble witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of January, 1965
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Dewey Webb (Witness sign here)

Recorded January 19th, 1965 at 9:30 A.M. #20413