

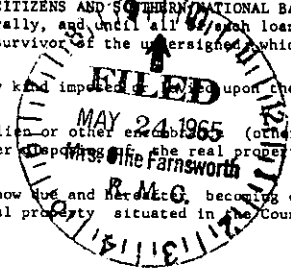
29 DAY OF May 1965
Belle Farnsworth.
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:45 O'CLOCK A.M. NO. 36737

For Termination Agreement
See Deed Book 845 Page 118.

125 MAY 24 1965 32848 REAL PROPERTY AGREEMENT XX XX BOOK 773 PAGE 520

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 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 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. Herby 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 peice, parcel or lot of land, with the buildings and improvements thereon, lying and being on the easterly side of West Dorchester Boulevard, near the City of Greenville, South Carolina, and being designated as Lot No. 117 on plat of Belle Meade, Sections 1 and 2, as recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book EE, Page 116 adn 117, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the easterly side of West Dorchester Boulevard, said pin being at the joint front corner of Lots 116 and 117, and running thence with the common line of said Lots N. 84-22 E. 155 feet to an iron pin; thence N. 20-50 E. 78.2 feet to an iron pin; thence S. 84-22 W. 190 feet to an iron pin on the easterly side of West Dorchester Boulevard, joint front corner of Lots 117 and 118; thence with the easterly side of said Boulevard S. 5-38 E. 70 feet to an iron pin, the point of beginning.

For deed into grantor see Deed Book 728, Page 577.

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 W. McNeill Carpenter x Tom H. Clarke
W. McNeill Carpenter (Witness) TOM H. CLARKE
 Witness Marion F. Austin x Mary Ann B. Clarke
Marion F. Austin (Witness) MARY ANN B. CLARKE
 Dated at: Greenville, South Carolina May 14, 1965
 Date

State of South Carolina
County of GREENVILLE

Personally appeared before me W. McNeill Carpenter who, after being duly sworn, says that he saw the within named TOM H. CLARKE AND MARY ANN B. CLARKE sign, seal, and as their act and deed deliver the within written instrument of writing; and that deponent with Marion F. Austin witnesses the execution thereof.

Subscribed and sworn to before me this 14th day of May, 1965 W. McNeill Carpenter (Witness sign here)
Martha Ann Cheels
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded May 24th., 1965 At 9:30 A.M. # 32848