

SATISFIED AND CANCELLED OF RECORD
26th DAY OF May 1982
Hannibal Tankersley
I. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:45 O'CLOCK P. M. NO. 26368

FOR SATISFACTION TO THIS MORTGAGE SEE

SATISFACTION BOOK 77 PAGE 241

JUL 12 1965

1511 XXX
REAL PROPERTY AGREEMENT

BOOK 777 PAGE 298

In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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 lot of land in Greenville County, South Carolina, known and designated as Lot no. 134 of Section 2 of Oak Crest, as shown by plat thereof recorded in Greenville County R.M.C. Office in Platt Book "GG", at page 130-131, which plat was made by C.C. Jones and Associates, Engineers, and having, according to said plat the following metes & bounds: Beginning at a pin on the Southern side of Branwood Drive at the joint corner of Lots 133 and 134, and running thence with the Southern side of Branwood Drive N. 60-48., 75 ft to a pin at the corner of lot 135; thence with the line of lot 135 S. 29-12 W., 150 feet to a pin at the rear line of lot 121; thence with the rear line of Lot 121 S. 60-48 E., 75 feet to a pin at the corner of lot 143; thence with the line of Lot 143 N. 29-12 E., 150 feet to the beginning corner, also lot 135 of the above section.

This is the property conveyed to Joe F. and Vera A. Minton by Brown Inc. .

FILED
GREENVILLE CO. S. C.
JUL 12 11 02 AM 1965
OLIE L. BARNWORTH
R.M.C.

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 Wheeler x Thomas F. Boling

Witness A. P. Youmans x Carolyn B. Boling

Dated at: Greenville, S. C. 6-28-65
Date

State of South Carolina
County of Greenville,

Personally appeared before me A. P. Youmans who, after being duly sworn, says that he saw
(Witness)
the within named Thomas F. Boling and Carolyn B. Boling sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Marjorie Wheeler
(Witness)
witnesses the execution thereof.

Subscribed and sworn to before me
28th June 65
this day of , 19

Bertie C. Latham
Notary Public, State of South Carolina

My Commission expires at the will of the Governor
Recorded July 12th., 1965 At 11:02 A.M. # 1911