BOOK 786 PAGE 354

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

- 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
- 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
- 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 and being in Butler Township, County of Greenville, State of South Carolina, designated as Lot No. 16 on a plat of Rodgers Valley Heights, prepared by C. O. Riddle, registered land surveyor, November, 1954, and recorded in the R. M. C. Office for Greenville County in Plat Book GG at page 103, and having according thereto the following metes and bounds, to-wit:

BEGINNING at a concrete monument on the Southwestern side of Howell Circle and running thence along said circle S. 68-32 E. 400 feet to an iron pin; thence along the line of Lot No. $17^{\frac{1}{2}}$ S $^{-2}$ 1-28 W. 200 feet to an iron pin; thence along the line of Hudson property N. 68-32 W. 271.3 feet to an iron pin; thence along the line of Rodgers property N. 11-18-W. 237.8 feet to the point of beginning.

This being a portion of the property heretofore conveyed to the grantor by deed recorded in the R.M.C. Office for Greenville County in Deed Book 510 at page 481. The property is also conveyed subject to the restrictive covenants contained in Deed Book 516 at page 439 in the R.M.C. Office for Greenville County.

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 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 X Charles D. Boone
Witness Starexce Perflux x/ Martha 2 Borne
Dated at: Muchwelle 11-19-65 Date
State of South Carolina (
County of <u>Scentrelle</u>
Personally appeared before me marion of Aublin who, after being duly sworn, says that he saw
the within named Charles of Warland Voor sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with flatester Conference
witness)
Subscribed and swort to before me
chia 19 day be America ber 1965
(Witness sign here)
My Commission Whites at the will of the Governor
My Commission will see the will of the Governor Recorded November 23rd., 1965 At. 9:30 A.M. # 15619

The Citizens and Southern National Bank of South Carolina a mational tanking association, hereby certifies that that cutain agreement intelled "Real Property agreement" made by Charles B. Boone and Martha F. Borone to The Citizens and Southern National Bank of South Carolina, as Bank, dated 11-19-1965, and recorded in the office of the Recorder in the County of Neurille, State of South Carolina, on 11-23-1965, Bocket 786, Crunille, State of South Carolina, on 11-23-1965, Bocket 786, at Page 354, has been terminated and the undertakings Therein discribed discharged.

The Citizens and Southern National Bank of South Carolina By I Clarence Stopke asst. V. Pres.

SATISFIED AND CANCELLED OF RECORD Witness Frances Lawson

C. Parker Sutter

Office Garneworth

Collection of Conception of South County, S. C.