

hereby certifies that certain agreement entitled "Real Property Agreement" made by Eugene Carl Turner to The Citizens and Southern National Bank of South Carolina, as Bank, dated 1-20 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 1-22 1965, Docket 766 at Page 66, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
Witness Frances Lawson
E. Parker Butler J. C. Hopke Not. P.

RECORDED AND CANCELED ON RECORD

22 DAY OF Nov. 1968
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:00 O'CLOCK A.M. NO. 12591

① 1.25

20763 ~~XXXX~~
REAL PROPERTY AGREEMENT

BOOK 766 PAGE 66

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: All that piece, parcel or lot of land in Glassey Mount Township, Greenville County, State of South Carolina, Greenville School District and on the North East side of the Goodjoin Road, and having the following metes and bounds to wit: BEGINNING at a stone on the Goodjoin Road, E.L. Campbell line, and running thence N70-15 E 930 feet to the center of the road, Iron pin on the West side of road; thence S 19-45 E 540 feet to an iron pin in the J.B. Williams line, common corners of this lot and the portion retained by me (E.C. Turner); thence with the Williams line S 70 W 375 feet to the Goodjoin Road, common corners of this lot and the J.B. Williams land; thence N 13-45 E 970 feet to the remaining corner and being the South Western portion of lot No. 10 of the subdivision of the J.D. Lindford property as conveyed to me by J.D. Lindford by deed recorded in Vol. 268 at page 333 R.M.C. Office for Greenville County and more particularly shown by plat of said property recorded in the R.M.C. Office for Greenville County in plat book "L" page 98, and containing nine and nine-tenths (9.9) acres, more or less, reference to said deed and plat are hereby ~~referred~~ referred to for more completed and specific description of the same.

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 Paul G. Gilstrap x Eugene Carl Turner
Witness Jean Boland x

Dated at: Greenville 1-20-65
Date

State of South Carolina
County of Greenville

Personally appeared before me Paul G. Gilstrap who, after being duly sworn, says that he saw
Eugene Carl Turner (Witness) sign, seal, and as their
the within named (Borrowers)

and deliver the within written instrument of writing, and that deponent with Jean Boland
(Witness)

subscribed and sworn to before me
this 20 day of January, 1965
Paul G. Gilstrap (Witness sign here)



Recorded January 22nd., 1965 At 9:30 A.M. # 20763