

9-12 1968, Docket 852 at Page 174, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Frances Lawson
Glen Arrowood

By Bill Hughes J L L O

1-25

SEP 12 1968 ~~XX~~ 6329 REAL PROPERTY AGREEMENT

BOOK 852 PAGE 174

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 and lot of land lying and being in Greenville County, South Carolina, facing on a County Road and being shown as lot number 3 on a plat made by Pickell and Pickell, Engineers, under date of March 24, 1954. It begins at joint corner of lots numbers 2 and 3 on the Pickell plat at a point, which beginning point is on the eastern side of a county road known now as Edgewood Drive 745 feet S. 20-20 W. from Welcome Road and runs thence along the joint line of lots numbers 2 and 3 on said plat S. 78-29 E. 200 feet to corner; thence S. 20-20 W. 100 feet to joint rear corner with lot number 4; thence along joint line of lots numbers 3 and 4 N. 78-29 W. 200 feet to corner on County road which is known as Edgewood Drive; thence along the said Edgewood Drive. N. 20-20 E. 100 feet to the beginning corner.

This is a portion of the lands conveyed to Tom W. and Elsie Tucker by Lorene Snyder.

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 George W. Lewis James A. Gambrell
Witness Frances Lawson Lavinia J. Gambrell

Dated at: Greenville September 10, 1968
Date

State of South Carolina

County of k Greenville

Personally appeared before me George W. Lewis who, after being duly sworn, says that he saw

the within named James A. Gambrell and Lavinia J. Gambrell sign, seal, and as their

act and deed, delivered the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me
this 14 day of September, 1968 George W. Lewis (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor. Recorded September 12, 1968 At 9:00 A.M. # 6329

SC-75-R

SATISFIED AND CANCELLED OF RECORD

23 DAY OF April 1970
Oliver Tarnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 3:00 O'CLOCK P M. NO. 23172