

Southern National Bank of South Carolina, recorded in the office of the Recorder in the County of Greenville, State of South Carolina, Vol. 877 at Page 380, has been terminated and the undertakings therein described discharged.

Oct 10 1969 No. 877 at Page 380

The Citizens and Southern National Bank of South Carolina

By Mr. J. Austin L.L.C.

Witness Bucky Lynn
Debbie Parker

10 1969 XXXX
8600 REAL PROPERTY AGREEMENT VOL 877 PAGE 380

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 of those parcels or lots of land in Chick Springs Township, Greenville County, South Carolina, in the City of Greer, lying on the North side of Mountain View Avenue, being all of Lots Nos. 19, 20 and 21 on a plat of property made for W. Dennis Smith and H. J. Waters, recorded in the R.M.C. Office for Greenville County in Plat Book Y, at Page 69, and having the following courses and distances:

BEGINNING on an iron pin on the North side of Mountain View Avenue on the front line of Lot No. 7 on said plat, and runs thence N. 78-51 E. 122.5 feet to an iron pin; thence along end of alley due south 20 feet to an iron pin; thence with margin of alley N. 78-51 E. 96 feet to an iron pin; joint corner of Lots Nos. 18 and 19; thence S. 0-35 W. 147.2 feet to an iron pin on the north side of Mountain View Avenue; thence with margin of said street N. 81-20 W. 210 feet to an iron pin; thence continuing with margin of said street N. 4-27 W. 94.4 feet to the beginning corner.

Reference to said plat and record thereof is expressly made for a more perfect description of said lots.

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 John L. Cruey x Arthur A. Watson
Witness Mildred S. Fraylick x Francis D. Watson
Date: Greenville, S.C. 9/29/69

State of South Carolina
County of Greenville

Personally appeared before me John L. Cruey, Jr. who, after being duly sworn, says that he saw the within named Arthur A. Watson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mildred S. Fraylick witnesses the execution thereof.

Subscribed and sworn to before me this 29th day of Sept, 1969

John L. Cruey (Witness sign here)
Notary Public, State of South Carolina
My Commission expires 1/1/70

Recorded October 10, 1969 At 9:30 A.M. # 8600

SATISFIED AND CANCELLED OF RECORD
24 DAY OF Aug 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:00 O'CLOCK P M. NO. 4431