

1965  
 The Citizens & Southern  
 National Bank of South Carolina  
 By: J. Clarence Hopke asst. V. Pres.  
 Witness: Francis Lawson  
 Witness: E. Parker Suttler

SATISFIED AND CANCELLED OF RECORD  
 21 DAY OF Jan. 1969  
Oliver Farnsworth  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 9:30 O'CLOCK A.M. NO. 17179

19733 XXXX  
 REAL PROPERTY AGREEMENT BOOK 765 PAGE 182

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 certain piece, parcel or lot of land situate lying and being in the State and county aforesaid, high and Township near Lenoah School district # 13-L lying West from the Gap Creek Road and on the South side of the road that leads from Lenoah School to Mount in View School, being bounded on the North by the 1st named road on the East by other lands of myself (G.A. Sandlin) on the South by lands of C.O. Brown and on the West by lands of Johnson, having the following courses and distances to wit: BEGINNING on an iron pin in the South edge of the said road joint corner of the Johnson land and runs thence with the Johnson line S 18-00 E, 781 feet to an iron pin on the said line and joint corner of the C.O. Brown line thence with the C.O. Brown line N 60-12 E 330.2 feet to an iron pin on the said line, thence with a new line N 18-00 W 815 feet to a nail and stopper in the said road (iron pin back on line at 13 feet) thence with the said road S 50-14 W 350 feet to the beginning corner and continuing Six and 4/100 (6.04) acres more or less.

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 Dan L. Moyed x Clinton O. Babb  
 Witness Jean F. Roland x Sarah Babb

Dated at: Greenville 1-12-65

State of South Carolina  
 County of Greenville

Personally appeared before me Dan L. Moyed who, after being duly sworn, says that he saw the within named Clinton O. Babb and Sarah Babb sign, seal, and as their act and deed, and that the within written instrument of writing, and that deponent with Jean F. Roland witnesses the execution thereof. (Witness)

Subscribed and sworn to before me this 12 day of Jan, 1965 Dan L. Moyed (Witness sign here)

Bill D. Silvers  
 Notary Public, State of South Carolina  
 My Commission expires at the will of the Governor

Recorded January 12th., 1965 At 9:30 A.M. # 19733