

and Carl B. Williams to the Citizens and Southern National Bank of South Carolina, as Bank, dated June 26, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina on June 30, 1967, Book 776 at Page 496, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Frances Lawson
 W. L. Pherigo ✓ M. F. Austin

SATISFIED AND CANCELLED OF RECORD
 9 DAY OF August 1967
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 5:17 O'CLOCK P. M. NO. 4466

1.25 JUN 30 1965 440 X X X X
 REAL PROPERTY AGREEMENT BOOK 776 PAGE 496

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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, Greer School District (285), in the City of Greer, on the South side of West Poinsett Drive and East side of Howell Street, and being shown on a plat of property of John W. Millwood, prepared by H. S. Brockman, Surveyor, April 23, 1954, and recorded in Plat Book HH, at page 91, R.M.C. Office for Greenville County, and having the following courses and distances, to-wit:

BEGINNING at the Southeastern corner of the intersection of West Poinsett Drive with Howell Street, and running thence with the Eastern edge of Howell Street, S. 16-36 W. sixty-six and one-tenth (66.1) feet to an iron pin; thence S. 67-00 E. ninety-one and eight-tenths (91.8) feet to an iron pin; thence N. 7-58 E. one hundred three and four-tenths (103.4) feet to an iron pin on Southern edge of West Poinsett Drive; thence therewith, S. 87-43 W. eighty (80) feet to the beginning corner; being bounded on the North by West Poinsett Drive; on the East and South by Heyward E. Duncan; and West by Howell Street.

For a more complete description see Book 674, Page 536, R.M.C. Office, 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 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.

- 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.
- 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.
- 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 Bobby J. Nelson x Maree M. Williams
 Witness Patsy Price x Carl B. Williams
 Dated at: Greenville, S.C. 6/26/65
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Maree M. Williams & Carl B. Williams sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Patsy Price witnesses the execution thereof.
 (Witness)
 (Borrowers)
 (Witness)

Subscribed and sworn to before me
 this 26 day of June, 1965
Bobby J. Nelson
 (Witness sign here)

Frances Lawson
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor.
 Recorded June 30th., 1965 At 9:30 A.M. # 440